

No. 12701

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United States  
Court of Appeals  
for the Ninth Circuit.

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NATIONAL LABOR RELATIONS BOARD,

Petitioner,

vs.

LEADBETTER LOGGING & LUMBER CO.,

Respondent.

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Transcript of Record

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Petition for Enforcement of an Order of the  
National Labor Relations Board.

FILED

10/16/1951

PHILLIPS & ORDEN



No. 12701

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Court of Appeals  
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Transcript of Record

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National Labor Relations Board.



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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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GENERAL COUNSEL'S EXHIBIT NO. 1-D

United States of America  
National Labor Relations Board

Budget Bureau No. 64-R00 1. 1  
Approval Expires Nov. 30, 1949.

AMENDED CHARGE AGAINST EMPLOYER

Important—Read Carefully

Where a Charge Is Filed by a Labor Organization, or an Individual or Group Acting on its Behalf, a Complaint Based upon Such Charge Will not be Issued Unless the Charging Party and Any National or International Labor Organization of Which It Is an Affiliate or Constituent Unit Have Complied with Section 9 (f), (g), and (h) of the National Labor Relations Act.

Instructions: File an Original and 4 Copies of This Charge with the NLRB Regional Director for the Region in Which the Alleged Unfair Labor Practice Occurred or is occurring.

Do Not Write in This Space

Case No.: 36-CA-47

Date Filed: April 26, 1949.

Compliance Status Checked by: 6/30/49 eb.

1. Employer Against Whom Charge is Brought

Name of Employer: Leadbetter Logging & Lumber Company.

Address of Establishment (Street and No., City,

Zone and State): 1405 S. W. Alder, Portland 5, Oregon.

No. of Workers Employed: 12.

Nature of Employer's Business: Dumping & Rafting Logs.

The Above-named Employer has Engaged in and is Engaging in Unfair Labor Practices within the Meaning of Section 8(a) Subsections (1) and (3) of the National Labor Relations Act, and these Unfair Labor Practices Are Unfair Labor Practices Affecting Commerce within the Meaning of the Act.

2. Basis of the Charge: Said employer on or about September 4, 1948, refused to hire Robert Cool for the sole reason that he is a member and active on behalf of the undersigned Union, in order to discourage membership in said union.

3. Full Name of Labor Organization, Including Local Name and Number, or Person Filing Charge: Local Union 11-81, International Woodworkers of America, CIO.

4. Address (Street and No., City, Zone, and State): Route 1, Oswego, Oregon.

Telephone No.: Oswego 2-4322.

5. Full Name of National or International Labor Organization of Which it is an Affiliate or Constituent Unit (To be filled in when charge is filed by a labor organization): International Woodworkers of America.

6. Address of National or International, if Any

(Street and No., City, Zone, and State): Governor Building, Portland, Oregon.

Telephone No. BR 5687.

7. Declaration

I Declare That I Have Read the Above Charge and That the Statements Therein Are True to the Best of my Knowledge and Belief.

By /s/ GEORGE WILLETT,

(Signature of Representative  
or Person Filing Charge.)  
Financial Secretary.

Date: Apr. 24, 1949.

Wilfully False Statements on this Charge can be Punished by Fine and Imprisonment (U. S. Code, Title 18, Section 80).

Received April 26, 1949, NLRB.

Received in evidence Oct. 18, 1949.

## GENERAL COUNSEL'S EXHIBIT NO. 1-E

United States of America Before the National  
Labor Relations Board, Nineteenth Region

Case No. 36-CA-47

In the Matter of

LEADBETTER LOGGING & LUMBER CO.,  
and

INTERNATIONAL WOODWORKERS OF  
AMERICA, LOCAL UNION 11-81, CIO.

### COMPLAINT

It having been charged by International Woodworkers of America, Local Union 11-81, affiliated with the Congress of Industrial Organizations, that Leadbetter Logging & Lumber Co., has engaged in and is now engaging in certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, 61 Stat. 136, hereinafter called the Act, the General Counsel of the National Labor Relations Board, on behalf of said Board, by the Regional Director for the Nineteenth Region, designated by the Board's Rules and Regulations, Series 5, as amended, Section 203.15, hereby issues this Complaint and alleges as follows:

#### I.

Leadbetter Logging & Lumber Co., hereinafter called the Respondent, is a corporation duly organized and existing by virtue of the laws of the State of Oregon.

## II.

The Respondent, in the course and conduct of its business, engages in logging and lumber operations in the State of Oregon. This Complaint involves the boom operation of the Respondent located at Oswego, Oregon.

## III.

The Respondent, in the course and conduct of its business, annually sells lumber and lumber products valued in excess of \$100,000.00, of which more than 50% is shipped by the Respondent to points outside the State of Oregon.

## IV.

International Woodworkers of America, Local Union 11-81, affiliated with the Congress of Industrial Organizations, hereinafter called the Union, is and at all times hereinafter mentioned has been a labor organization within the meaning of Section 2 (5) of the Act.

## V.

On or about June 1, 1948, Robert Cool, a former boomman employed by Respondent at its Oswego, Oregon boom operation, made application to Respondent for employment as a boomman at Oswego, Oregon.

## VI.

On or about June 1, 1948, and at all times thereafter, Robert Cool was available and willing to work for Respondent as a boomman at Oswego, Oregon, and such fact was known to Respondent.

**VII.**

On or about September 4, 1948, a position as boomman became available at the Oswego operation of Respondent, and Respondent, although knowing that Robert Cool was available and willing to accept such employment, did refuse employment to said Cool.

**VIII.**

Respondent refused employment to Robert Cool, as set out in the foregoing paragraph, and at all times thereafter refuses employment to said Cool because of his membership in and activities on behalf of said Union.

**IX.**

By the act described above in Paragraph VII and for the reason set forth above in Paragraph VIII, Respondent has discriminated and is discriminating, in regard to the hire and tenure of employment of Robert Cool, and has discouraged and is discouraging membership in the Union, and thereby has engaged in and is thereby engaging in an unfair labor practice within the meaning of Section 8(a) (3) of the Act.

**X.**

By the acts and conduct set forth above in Paragraphs VII to IX, inclusive, Respondent has interfered with, restrained and coerced its employees, and is interfering with, restraining and coercing them in the rights guaranteed them in Section 7 of the Act, and thereby has engaged in unfair labor practices within the meaning of Section 8(a) (1) of the Act.

XI.

The acts and conduct of Respondent as set forth above in Paragraphs VII to X, inclusive, occurring in connection with the operations of the Respondent described in Paragraphs I, II and III, have a close, intimate and substantial relationship to trade, traffic and commerce among the several States of the United States, and tend to lead to labor disputes which burden and obstruct the free flow of commerce.

XII.

The acts and conduct of the Respondent described above constitute unfair labor practices within the meaning of Section 8(a) (1) and (3) and Section 2 (6) and (7) of the Act.

Wherefore, the General Counsel of the National Labor Relations Board, on behalf of the Board, by the Regional Director of the Nineteenth Region, on this 28th day of April, 1949, issues this Complaint against Leadbetter Logging & Lumber Co., Respondent herein.

[Seal] .....

Thomas P. Graham, Jr.,

Regional Director, Nineteenth Region National  
Labor Relations Board, 515 Smith Tower,  
Seattle 4, Washington.

Received in evidence Oct. 18, 1949.

## GENERAL COUNSEL'S EXHIBIT NO. 1-H

United States of America Before the National  
Labor Relations Board, Nineteenth Region

Case No. 36-CA-47

In the Matter of

LEADBETTER LOGGING & LUMBER CO.,  
and

INTERNATIONAL WOODWORKERS OF  
AMERICA, LOCAL UNION 11-81, CIO.  
AMENDED NOTICE OF HEARING

Please Take Notice that on the 18th day of October, 1949, at ten o'clock in the forenoon, in the New Federal Court House, Portland, Oregon, a hearing will be conducted before a duly designated Trial Examiner of the National Labor Relations Board on the allegations set forth in the Complaint attached hereto, at which time and place you will have the right to appear in person, or otherwise, and give testimony.

A copy of the Amended Charge upon which the Complaint is based was previously served upon you.

You are further notified that, pursuant to section 203.20 of the Board's Rules and Regulations, you shall file with the undersigned Regional Director, acting in this matter as agent of the National Labor Relations Board, an answer to the said Complaint within ten (10) days from the service thereof and that unless you do so all of the allegations in the

Complaint shall be deemed to be admitted to be true and may be so found by the Board.

In Witness Whereof the General Counsel of the National Labor Relations Board, on behalf of the Board, has caused this Complaint and Notice of Hearing to be signed by the Regional Director for the Nineteenth Region on this 6th day of May, 1949.

[Seal] .....,  
Regional Director, National Labor Relations Board,  
515 Smith Tower, Seattle 4, Washington.

Received in evidence Oct. 18, 1949.

GENERAL COUNSEL'S EXHIBIT NO 1-J

United States of America Before the National  
Labor Relations Board, Nineteenth Region

Case No. 36-CA-47

In the Matter of  
LEADBETTER LOGGING & LUMBER CO.,

and  
INTERNATIONAL WOODWORKERS OF  
AMERICA, LOCAL UNION 11-81, CIO.

ANSWER

Comes now Respondent Leadbetter Logging & Lumber Co., and for answer to the complaint denies, admits and alleges:

**I.**

Admits the allegations contained in paragraphs I, II, III and IV of the complaint.

**II.**

Admits the allegations contained in paragraph V of the complaint except that Respondent is without knowledge of the date Robert Cool made application for employment.

**III.**

Denies the allegations contained in paragraph VI of the complaint.

**IV.**

Admits the allegation contained in paragraph VII of the complaint except that Respondent denies that Robert Cool was available and willing to accept such employment.

**V.**

Denies the allegations contained in paragraph VIII of the complaint except that Respondent admits refusing employment to Robert Cool.

**VI.**

Denies the allegations contained in paragraph IX of the complaint and specifically denies that Respondent has discriminated or is discriminating in regard to the hire and tenure of employment of Robert Cool, has discouraged or is discouraging membership in the union, or has engaged or is engaging in unfair labor practices within the meaning of 8 (A) (3) of the Act.

## VII.

Denies the allegations contained in paragraph X of the complaint and specifically denies that Respondent has interfered with, restrained or coerced its employees, is interfering with, restraining or coercing them in the rights guaranteed them in Section 7 of the Act, or has engaged in unfair labor practices within the meaning of 8 (A) (1).

## VIII.

Denies the allegations contained in paragraph XI of the complaint and specifically denies that Respondent in any manner has done any acts which tend to lead to labor disputes which burden and obstruct the free flow of commerce.

## IX.

Denies the allegations contained in paragraph XII of the complaint and specifically denies that Respondent has committed any acts which constitute unfair labor practices within the meaning of Section 8 (A) (1) and (3) and Section 2 (6) and (7).

## X.

Respondent refused employment to Robert Cool in the boom operation at Oswego, Oregon, on or about September 4, 1948, for the following reasons only, namely, that during his previous period of employment with Respondent he was insubordinate, left his work without authority, refused to work or allow work to be done, interfered with the authority

of the foreman, and otherwise performed his duties in an unsatisfactory manner.

LEADBETTER LOGGING &  
LUMBER CO.

By /s/ M. L. SULLIVAN,

Industrial Relations Manager.

State of Oregon,

County of Multnomah—ss.

I, M. L. Sullivan, being first duly sworn depose and say that I am the Industrial Relations Manager in the above-entitled proceedings; and that the foregoing Answer is true as I verily believe.

/s/ M. L. SULLIVAN.

Subscribed and sworn to before me this 6th day of May, 1949.

[Seal]      /s/ H. STEWART TREMAINE,  
                    Notary Public for Oregon.

My Commission expires February 26, 1952.

Received May 9, 1949, NLRB.

Received in evidence Oct. 18, 1949.

United States of America Before the National  
Labor Relations Board, Division of Trial Ex-  
aminers, Washington, D. C.

Case No. 36-CA-47

In the Matter of  
LEADBETTER LOGGING & LUMBER CO.,

and

INTERNATIONAL WOODWORKERS OF  
AMERICA, LOCAL UNION 11-81, CIO.

HUBERT J. MERRICK, ESQ.,  
For the General Counsel.

KOERNER, YOUNG, SWETT & McCOLLOCH,  
by

H. STEWART TREMAINE, ESQ.,  
Of Portland, Ore.,  
For the Respondent.

GEORGE & BABCOCK, by

WM. A. BABCOCK, ESQ.,  
Of Portland, Ore.,  
For the Union.

Before: Louis Plost,  
Trial Examiner.

## INTERMEDIATE REPORT

## Statement of the Case

Upon an amended charge filed April 26, 1948, by International Woodworkers of America, Local Union 11-81, affiliated with the Congress of Industrial Organizations, herein called the Union, the General Counsel of the National Labor Relations Board, herein called the Board, by the Regional Director for the Nineteenth Region (Seattle, Washington), issued a complaint dated April 28, 1949, against Leadbetter Logging & Lumber Co., of Oswego, Oregon, herein called the Respondent, alleging that the Respondent had engaged in and was engaging in unfair labor practices within the meaning of Section 8 (a) (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 61 Stat. 136, herein called the Act. On April 28, 1949, a copy of the complaint, together with a copy of the charge and a notice of hearing were served upon the Respondent and the Union. On October 21, 1948, the original charge had been filed and a copy thereof served on the Respondent by the Nineteenth Regional Office on November 1, 1948.

With respect to the unfair labor practices the complaint alleged in substance that the Respondent had refused and continues to refuse employment to one Robert Cool because of his membership in and activities on behalf of the Union, in violation of Section 8 (a) (1) and (3) of the Act.

On May 6, 1949, the Respondent filed an answer in which it admitted the jurisdiction of the Board, denied that it had engaged in any of the unfair

labor practices alleged in the complaint, and averred that it had refused employment to Robert Cool for cause.

Pursuant to notice a hearing was held at Portland, Oregon, on October 18 and 19, 1949, before Louis Plost, the undersigned Trial Examiner duly designated by the Chief Trial Examiner. The General Counsel, the Respondent, and the Union were represented by Counsel, who will hereinafter be referred to in the name of their respective principals. All the parties participated in the hearing and were afforded full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues. The parties were afforded the opportunity to argue orally on the record but waived the right. At the close of the hearing the undersigned granted without objection a motion by the General Counsel to conform all the pleadings to the proof with respect to the spelling of names, correction of dates, and like variances, not substantive. The undersigned set November 8, as the final date for all parties to file briefs, proposed findings of fact, and conclusions of law with the undersigned. Upon joint motion of the parties, made after the hearing, this date was extended to November 28, and again on joint motion to December 8, 1949.

A brief has been received from the Respondent. The Respondent likewise filed proposed findings of fact and conclusions of law.

Upon the entire record in the case and from his observation of the witnesses, the undersigned makes the following:

## Findings of Fact

### I. The Business of the Respondent

The Respondent, Leadbetter Logging & Lumber Co., is an Oregon corporation which is a subsidiary of the Oregon Pulp and Paper Company which in turn is a subsidiary of the Columbia River Paper Company. The Respondent has a logging operation, a sash and door factory, a saw mill, and various re-loading operations in Oregon as well as a boom operation at Oswego, Oregon, which is the only one of its various operations affected by this proceeding. A boom is an operation at which logs received by rail are unloaded and placed into a stream and made up into rafts for towing to their final destination. Although the word "boom" technically refers only to that part of the operation carried on in the stream, it is here used to include the entire operation both on shore and in the water. The Respondent's operation at Oswego is a "commercial boom," meaning that not only logs belonging to the Respondent are handled there but also logs of various shippers are handled for a fee. The Oswego boom handles annually an average of 60 million board feet of logs valued at \$40 per thousand board feet. Approximately 30 per cent of the logs handled by Respondent at its Oswego boom go to points outside the State of Oregon.

The Respondent concedes that it is engaged in commerce within the meaning of the Act.

## II. The Organization Involved

International Woodworkers of America, Local Union 11-81, CIO, is a labor organization admitting employees of the Respondent to membership.

## III. The Unfair Labor Practices

### The Discriminatory Discharge of Robert Irwin Cool

The Respondent acquired the Oswego boom from the Reconstruction Finance Corporation sometime in February, 1947. At the time it took over the operation the Respondent kept the crew then employed. One of the crew members was Robert Irwin Cool who had been employed on the boom by its various operators since 1941. Cool had left the boom at some unspecified time but had been rehired in 1946 by Roy T. Hedrick, the foreman then in charge and now in charge of the operation. Cool continued to work at the boom until December 1947, when he voluntarily quit.

There is no dispute that Cool who has been employed in boom work for more than 18 years is entirely competent. Foreman Hedrick testified that Cool could perform any job on the operation with the possible exception of running the donkey engine. The Respondent's attorney volunteered the following statement on the record:

I would like the record to show that the Company is not making any contention that Mr. Cool was incompetent in the performance of his own functions as a boom man.

Foreman Hedrick testified that at the time Cool quit in December 1947, he decided to "refuse to hire Bob Cool" in the event Cool ever applied for reinstatement. Hedrick further testified that he did not communicate this decision to his superiors.

Sometime in June, 1948, according to Cool and either in July, August, or September, 1948, according to Hedrick, Cool asked Hedrick for employment and the latter told him there was no work available.

In September, 1948, Hedrick, requested the Union, which held a collective bargaining contract with the Respondent, if it could furnish a boom man for the Oswego operation. The Union replied that Cool was available whereupon Hedrick informed the Union that the Respondent would not employ Cool. Hedrick then hired an inexperienced man to fill the vacancy for which Cool had in fact applied and for which he had been offered by the Union upon the Respondent's request as to whether the Union could furnish a man for the Oswego operation.

The above findings are based on the mutually corroborative and credited testimony of witnesses called by both the General Counsel and the Respondent, including the testimony of Foreman Hedrick and Cool.

The Respondent's answer avers:

Respondent refused employment to Robert Cool in the boom operation at Oswego, Oregon, on or about September 4, 1948, for the following reasons only, namely, that during his previous period of employment with Respondent

he was insubordinate, left his work without authority, refused to work or allow work to be done, interfered with the authority of the foreman, and otherwise performed his duties in an unsatisfactory manner.

Hedrick's testimony was in accord with the Respondent's answer. In response to a question by the Respondent's attorney he testified that he refused to employ Cool,

For overstepping—insubordination and overstepping his authority as a job steward.

In February, 1947, Cool was elected job steward of the Oswego boom operation and as such he was charged by the Union with the presentation of grievances of the employees to the foreman (Hedrick).

In support of the Respondent's contention that Cool was insubordinate and incompetent Hedrick testified:

Q. On what occasions did you criticize his work as a boom man?

A. Well, I really don't know how to answer that. There was a direct refusal by him to take orders from me at one time. That was the main criticism I had of him.

Q. There was a direct refusal by him to take orders? A. That is right.

Hedrick testified that on this occasion Cool was working on the raft, placing logs which were being floated down to form the raft. Hedrick went on the raft and told Cool to do the work in a different manner which Cool then refused to do and ordered

Hedrick to leave the raft. Hedrick left and later told the Union's business agent that he "didn't think that Mr. Cool had authority to put me off the raft." However, Hedrick did not file a formal grievance against Cool, report the matter to his superiors, or discharge or discipline Cool therefor.

Cool not only admitted the incident but elaborated on Hedrick's testimony. He described the manner in which the work was being done and testified that when Hedrick undertook to issue orders to him, Cool "let all holds go," thereby creating a "jam."

Hedrick and Cool were in agreement that this was the only time Hedrick directly criticized Cool's work during his entire employment at the Oswego boom operation.

Hedrick further testified that the incident above related occurred in January, 1947, before the Respondent acquired the Oswego boom.

The undersigned credits Hedrick's testimony as corroborated by Cool and finds that prior to the time the Respondent acquired the Oswego boom Cool refused to follow an order from Hedrick and ordered Hedrick off the raft on which Cool was at work, and further finds that this was the only occasion on which Hedrick directly criticized Cool's work, and that Hedrick took no disciplinary action against Cool at the time. However as the record is clear that the incident occurred prior to the time the Respondent acquired the Oswego boom and when the two men were not in the employ of the Respondent the undersigned fails to see how the incident can be consistently advanced as a reason

for the failure to hire Cool inasmuch as the Respondent's answer avers that Cool was refused employment for acts occurring during his previous period of employment with the Respondent and not as erroneously argued in the Respondent's brief "during his previous period of employment on the boom."

In support of its refusal to employ Cool because "during his previous period of employment with Respondent" Cool "refused to work or allow work to be done" the Respondent relies entirely on two incidents testified to by Hedrick. Both incidents occurred in July, 1947, some six months before Cool voluntarily quit. The first related to Cool's stopping the work on a skid or rollway, hereinafter referred to as the "skid incident," the second related to the moving of certain steel.

In the Respondent's Oswego operation logs are received by rail and unloaded from the cars which are placed on a spur track. The logs when removed from the cars are placed on timber skids and then rolled into the water where they are made up into rafts.

With respect to the skid incident Foreman Hedrick testified:

We had our boom work and our maintenance work, and our boom work and maintenance work are interchangeable. It is written in our contract that way. Well, one morning we had work to do on our rollway. At that time we were only able to put in twenty-one loads of

logs into our boom. The night before I had called the depot and had them set in twenty-one freight loads of one brand of logs, which means that you can go ahead and dump them. It took us 45 minutes exactly to dump those logs, and I took one man off the raft and used the two men that were on the hill, and they started to work on our rollway, and Cool came up and he told me that I was working out of turn on this rollway. I thought that he meant that I was working these same men too often. It was a dirty job, and it was dirty and dusty. And I told him at that time that I figured that as to the rest of the crew, as long as their job was finished below, I could have them come up and help us above. And he said, "By God"—I won't say "By God," because I never heard him say "God" in my life, but he says to this effect, "We are not going on that rollway. We have got too many logs to handle." And I said, "What are you going to do between now and 2 o'clock?" And he said, "We are not working the rollway." All right. And at that he hollered to the engineer to lower a skid that we had in the air—to lower her down. And I told the engineer to hold on to it, and he did. And I went in and called our company to find out what was what. That was after the Leadbetter Company had taken this over. And they told me to drop this skid back in. And the skid was put back in, and the whole 14 or 15 men went to the river, and they sat in the bunkhouse from

9:15 until 2 o'clock in the afternoon, before we got another log.

Cool at the time was job steward.

Ed Maher testified that Cool went to see Hedrick regarding the skid work at the direction of the raft crew.

Cool gave substantially the same account of the skid incident as did Hedrick, and further testified, being corroborated by Maher and LeRoy Saulsberry, that he was accompanied by another committee man. Both Hedrick and Cool agree that at least 21 cars of logs had been unloaded and 50 more were expected, however Cool testified that at the time there was an understanding between the Union and the Respondent that there should be no "bull cooking," meaning maintenance work, on days when 50 or more cars were to be handled. Hedrick admitted that such a policy was instituted because of the skid incident, but maintained that it was not in existence at the time, and further testified in effect that he did not consider the agreement binding as he did not personally make it.

There is no doubt that during the skid incident Cool was acting as job steward in behalf of the Union and on the direction of his fellow employees. The undersigned so finds and further finds on the preponderance of the evidence that Cool was accompanied by another committee member during his talk with Hedrick. It is also clear that Hedrick neither discharged nor disciplined Cool because of the skid incident, nor did he attempt to do so at the time.

With respect to the other occasion on which Cool is alleged to have "refused to work or allow work to be done" Hedrick testified:

And in this other instance, other than the roll-way, we had some steel or railroad iron to move, and I had taken two men to move it, and at that time, and the only time that Cool was ever accompanied by a committee man, he was accompanied at that time by a committee man—by one man.

Q. Will you tell us what that incident was?

A. I had two men working on that steel and Cool and this other man came up and started to saunter around—messing around—and I walked over to them and told them that I expected them to do the work that was left down on the river to be done, and that these two men were going to pull up the steel and take care of it. And right away there was an argument started, and he says, "Well, if you are going to shoot off your big mouth, we just won't do it." So those two men still stayed there working, and this committee man and Cool went back. And I sent the men back off the job. I told them not to shove their necks out so that they would have any trouble with the Local. And that work was stopped at that time.

Cool did not deny Hedrick's testimony.

Ed Maher testified that at the time employees were called from the raft to move the steel "the men went into an awful long conversation about that

because it was not boom work and it was ruining their caulked shoes," and they instructed Cool "to stop it."

Caulked shoes are a type of safety shoe worn by men who work on floating timber. Maher testified that a pair of these shoes cost "around thirty bucks."

Hedrick further testified:

Q. (By Mr. Tremaine): Now, was this steel work part of the maintenance work done by the crew?

A. Well, I don't know. I really don't know whether it would be considered maintainence work or not. It was on Company property and they were working on Company time.

The undersigned credits the testimony of Hedrick, Cool, and Maher with respect to the incident regarding the moving of the steel as related above and finds that Cool was acting as job steward when he made the protest and that Hedrick knew this to be so. In crediting Hedrick the undersigned however, does not credit that portion of Hedrick's testimony to the effect that only at the time of the protest regarding the moving of the steel did Cool come accompanied by another employee or committee member.

Hedrick further testified that during the same general period as the above-related occurrence Cool on one occasion left the job for "an hour and a half"; that upon his return Cool told him first that it was "none of his damn business" where he had

been and then stated that he had been to see the Union's business agent; that following this explanation Cool then protested Hedrick's assignment of two men to move a private boathouse, as being work outside the Union contract and a violation of the State's insurance laws.

Hedrick admitted that while Cool has been absent he had put the men on this job which "was a separate job from that of the Leadbetter Company."

Cool did not deny leaving the job, and testified that he protested the work as being outside the Union's contract.

There is mutually corroborative testimony relating to one grievance meeting on the matter of seniority during which according to Cool's testimony he and Hedrick engaged in "quite a heated discussion." Both the protest regarding the moving of the boathouse and the seniority matter were within Cool's province as job steward. Hedrick did not discipline Cool for leaving the job without authority nor did he file a grievance with the Union because of it, although he had the right to do so.

Hedrick and Cool are in agreement that with the exception of the above-related occurrences there were no disputes, complaints, protests, grievances or any differences between the two men which were not caused by Hedrick's "pike pole pushing," meaning Hedrick voluntarily performing labor in the rafting of logs during the boom operation.

The contract between the Respondent and the Union prohibits performance of actual labor by the foreman and it is not disputed that Cool as job

steward was charged with the duty of enforcing this clause of the contract.

Hedrick admitted that he "pushed a pike pole" and that all job stewards previous to, following, and including Cool stopped him when they observed him working contrary to the contract.

He further testified that when he was stopped by the job steward the crew itself did not quit work because:

There was not too much of an argument on that because I knew that I was violating our contract, and I would argue with them a little bit, maybe, but it didn't do me a hell of a lot of good.

Cool testified that Hedrick's "pike pole pushing" was the cause of most of the grievances and that when he observed Hedrick so violating the contract,

Well, I would go up and I would simply tell him that I thought that he was violating the contract. Sometimes I would not go that far; I just would walk up the boom and he would see me coming, and he would lay the pole down and go up the hill.

Following Hedrick's refusal to employ Cool, the Union, in accordance with its contract, filed a formal grievance. At the final meeting on the grievance at which both Hedrick and Cool were present, the Union was represented by its district secretary, Garrison, its business agent, George Willett, and the job committee of the Respondent's employees. The Respondent was represented by Martin S. Sul-

livan, its industrial relations manager, and Walter J. Kerry, the supervisor of all its transportation including the Oswego boom operation. The Respondent admitted, however, that Hedrick was in direct charge of the Oswego boom under Kerry but argues in its brief that it was not shown that "any one in the Company other than Hedrick had any anti-union bias." The undersigned finds no merit in the argument and finds further that Hedrick bound the Respondent. Industrial Relations Manager Sullivan testified that he had never heard of Cool until the calling of this final grievance meeting; had not heard of the "pike pole" complaints until it was disclosed in the testimony at the instant hearing; had never heard of the skid incident nor the steel moving incident; and had never had any complaints regarding Cool or his work.

Kerry testified, that he had not heard of Cool's ordering Hedrick off the raft, but had heard of the skid incident and of the steel incident "just recently"; and further that he did not know that Cool had been refused employment until the grievance meeting on the refusal was arranged.

Employee Ed Maher testified:

I was at all three meetings, one with the foreman [Hedrick] and then with the superintendent, and then with the job committee.

Maher testified that at the intial meeting (with Hedrick alone) Hedrick "said that he [Cool] was an incompetent man" and also stated that Cool was a "trouble maker."

Maher further testified:

Q. Now what reason, if any, did he give at the subsequent meetings for not hiring Cool?

A. Well, he didn't come right out and give any exact reason, only that he said that either he or Bob . . . [Cool] well, that the two of them could not stay on the same job.

George Willett, the Union's business agent testified that he attended the final grievance meeting and that:

A. The result was that we went through the case again, and at that time we went into the competency of Mr. Cool a little more, and the foreman qualified his statement by stating that he thought that Cool was competent all right, but he would not do his work. And we took the position that he was entitled to the job, and the Company—Mr. Sullivan, that is, took the position that the Company would hire whoever they saw fit. And when we were not satisfied with the decision why he suggested that if we didn't like it we could file charges.

Hedrick testified that at the time he refused to employ Cool he gave no reason to the Union; that by "incompetent," he meant that although Cool could perform his work, he had not done so "on our particular job"; and admitted that at the grievance meeting he had stated "That either one of us had to step out of it . . . either one or the other."

There can be no doubt that the differences arising between Hedrick, the Respondent's direct representative on the Oswego operation and Cool were

bottomed on the latter's office of job steward for the Union. The possible exception would be Cool's action on the raft at the time Hedrick gave him an order which Cool refused to accept and then ordered Hedrick off the raft. However as this incident occurred before the Respondent acquired the Oswego boom. The undersigned is persuaded and finds that the "raft incident" did not enter into Cool's discharge.

Hedrick testified:

Q. (By Mr. Merrick): Well you do not have anything personal against Mr. Cool, do you? A. No.

Q. In other words, the troubles you have arise out of the job itself, did they not?

A. That is right.

Hedrick further testified:

Q. On any other occasion after that time [the "raft incident"] when you had a disagreement with him it was the result of some objection that he was making with respect to the practice that was being followed in the work, is that correct? A. That is right.

Q. And during all of that time he was the job steward?

A. Well, I don't know about the first time. At the time when he ordered me off the raft I do not think that he was job steward, but he was job steward when he stopped the work.

Q. And you knew that he was job steward?

A. I knew that he was job steward.

It is apparent that Cool took his duties as job steward quite seriously. Maher described Cool as "a very militant man as job steward, and he would give it and take it."

Hedrick testified that Cool "never met as a job steward should function" and that "he never presented a grievance before he stopped the operation." However, with the exception of the skid incident and the steel moving incident the record shows no stoppage of work by Cool's action unless it was the stopping of work by Hedrick when the latter was "pushing a pike pole" in violation of the Union's contract. Hedrick never sought to discipline or discharge Cool and his differences with Cool as well as Cool's very existence were unknown to the personnel manager directly over Hedrick.

That Hedrick expected Cool to promptly exercise his authority as job steward and that Hedrick resented this is apparent from the testimony of employee LeRoy Saulsberry who testified:

. . . One incident comes to mind. We were putting in a pipe up there that the bulldozer had broken. Mr. Hedrick asked me to go over and help him, and so I did. And he says, "I suppose Bob [Cool] will come up here now and try to stop us from doing this work. If he does, he is going to get fired, if he does not watch out."

Hedrick admitted making this statement.

On no occasion did Hedrick protest Cool's way of handling grievances to the Union as he had a

right to do. Apparently Cool always carried his point.

#### The Respondent's Proposed Findings of Fact and Proposed Conclusions of Law

The Respondent, together with his brief, filed Proposed Findings of Fact in which it proposed that the Trial Examiner find, (1) that the Union is a labor organization admitting to membership employees of the Respondent, and (2) made a recital of evidence and drew certain conclusions therefrom.

The undersigned accepts proposal I, and as to proposal II, the undersigned accepts so much thereof as is not inconsistent with the findings of fact and ultimate conclusions of this report otherwise the same is rejected.

The Respondent filed certain Conclusions of Law numbered 1 to 4, inclusive. The undersigned accepts proposal number 1 and rejects all others.

#### Concluding Findings on the Discharge of Robert Irwin Cool

The provision of Section 8(a) (3) of the Act which forbids discrimination in regard to hire includes the prohibition to refuse to hire an applicant because of union activity or affiliation, of course under proper circumstances an employer may decline to employ a union applicant but in the event that such refusal becomes the basis for a charge under the Act the test must be whether the applicant was rejected for reasons other than union membership or activity. This does not mean

that the burden is on the employer to disprove the charge, quite the contrary the burden is on the General Counsel. In the instant matter the undersigned is persuaded by all the evidence considered as a whole that the Respondent, through Hedrick, refused employment to Cool not because he was insubordinate, left his work without authority, refused to work or allow work to be done, interfered with the authority of the foreman, and otherwise performed his duties in an unsatisfactory manner during his previous period of employment with the Respondent, but that all the above-cited causes for Cool's discharge were not the real reason therefore but a mere pretext, the real reason being that Cool vigorously carried out his duties as job steward for the Union and sought to enforce those terms of the collective bargaining contract between the Respondent and the Union. The undersigned therefore finds that the Respondent refused employment to Robert Irwin Cool, on or about September 4, 1948, because of his membership in and activities on behalf of the Union in violation of Section 8 (a) (3) of the Act, and by so discriminating in regard to his hire and tenure of employment the Respondent has discouraged membership in a labor organization and interfered with, restrained, and coerced its employees in the exercise of rights guaranteed in Section 7 of the Act.

#### IV. The Effect of the Unfair Labor Practices Upon Commerce

The activities of the Respondent, set forth in

Section III, above, occurring in connection with the operations of the Respondent described in Section I above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and such of them as have been found to constitute unfair labor practices, tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

## V. The Remedy

Having found that the Respondent has engaged in unfair labor practices it will be recommended that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act.

Having found that the Respondent has discriminated in regard to the hire and tenure of employment of Robert Irwin Cool by refusing him employment on or about September 4, 1948, it will be recommended that the Respondent, in order to effectuate the policies of the Act, offer him employment in the position to which he applied without prejudice to seniority or any other rights or privileges, and make him whole for any loss he may have suffered by reason of the Respondent's discrimination against him by payment to him of a sum of money equal to that which he would have earned from September 4, 1948, the date of the Respondent's refusal to employ him to the date of Respondent's offer of employment, less his net earnings during said period.<sup>1</sup>

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<sup>1</sup>Crossett Lumber Co., 8 NLRB 440.

Upon the entire record, the undersigned infers and finds that the Respondent's illegal action, mentioned above, discloses an intent to defeat self-organization and its objects, and an attitude of opposition to the purposes of the Act. Because of the Respondent's unlawful conduct and the underlying purposes manifested thereby, the undersigned is convinced that the unfair labor practices found are persuasively related to the other unfair labor practices proscribed by the Act, and that danger of commission in the future of any or all of the unfair labor practices defined in the Act is to be anticipated from the Respondent's conduct in the past. The preventive purposes of the Act will be thwarted unless the recommendations are coextensive with the threat.<sup>2</sup> In order, therefore, to make effective the inter-dependent guarantees of Section 7, to prevent recurrence of unfair labor practices, and thereby minimize industrial strife which burdens and obstructs commerce, and thus effectuate the policies of the Act, the undesignated will recommend that the Respondent cease and desist, not only from the unfair labor practices herein found, but also from in any other manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and take certain affirmative action designed to effectuate the policies of the Act.

Upon the basis of the foregoing findings of fact,

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<sup>2</sup>NLRB v. Express Publishing Co., 312 V. S. 426.

and upon the entire record in the case, the undersigned makes the following:

### Conclusions of Law

1. Leadbetter Logging & Lumber Co., Oswego, Oregon, is engaged in commerce within the meaning of Section 2 (6) and (7) of the Act.
2. International Woodworkers of America, Local Union 11-81, CIO, is a labor organization, within the meaning of Section 2 (5) of the Act.
3. By discriminating with regard to the hire and tenure of employment of Robert Irwin Cool, thereby discouraging membership in a labor organization, the Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (3) of the Act.
4. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, Respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (a) (1) of the Act.
5. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

### Recommendations

Upon the basis of the foregoing findings of fact and conclusions of law, and upon the entire record in the case, the undersigned recommends that Lead-

better Logging & Lumber Co. (Oswego, Oregon), its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in International Woodworkers of America, Local Union 11-81, CIO, or any other labor organization of its employees, by refusing employment to any applicant because of such applicant's membership in and activities on behalf of a labor organization or by discriminating in any other manner in regard to hire and tenure of employment, or any term or condition of employment;

(b) In any other manner, interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist International Woodworkers Union of America, Local Union 11-81, CIO, or any other labor organization, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection, or to refrain from any or all of such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

2. Take the following affirmative action, which the undersigned finds will effectuate the policies of the Act:

- (a) Offer to Robert Irwin Cool full employment in the position to which he applied and which the Respondent refused him on or about September 4, 1948.
- (b) Make whole Robert Irwin Cool for any loss of wages he may have suffered by reason of the discrimination against him in the manner described in the section above entitled "The remedy";
- (c) Post at its boom operation at Oswego, Oregon, copies of the notice attached hereto and marked Appendix A. Copies of said notice to be furnished by the Regional Director for the Nineteenth Region, shall, after being duly signed by Respondent's representative, be posted by Respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced, or covered by any other material;
- (d) Notify the Regional Director for the Nineteenth Region (Seattle, Washington), in writing within twenty (20) days from the date of receipt of this Intermediate Report what steps it has taken to comply therewith.

It is further recommended that unless on or before twenty (20) days from receipt of this Intermediate Report Respondent notifies the said Re-

gional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring Respondent to take the aforesaid action.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Washington 25, D. C., an original and six copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period, file an original and six copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Statements of exceptions and briefs shall designate by precise citation the portions of the record relied upon and shall be legibly printed or mimeographed, and if mimeographed shall be double spaced. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46 should any party desire permission to argue orally before the Board, request therefor must be made in writing to the

Board within ten (10) days from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations, and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions, and order, and all objections thereto shall be deemed waived for all purposes.

Dated at Washington, D. C., this 29th day of December, 1949.

/s/ LOUIS PLOST,  
Trial Examiner.

## Appendix A

### Notice to All Employees Pursuant to

The Recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Will Not in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist International Woodworkers of America, Local Union 11-81, CIO, or any other labor organization, to bargain collectively through representatives of

their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any or all of such activities, except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment, as authorized in Section 8 (a) (3) of the Act.

We Will Offer Robert Irwin Cool immediate and full reinstatement to his former or substantially equivalent position without prejudice to any seniority or other rights and privileges previously enjoyed, and make him whole for any loss of pay suffered as a result of the discrimination.

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

Dated .....

LEADBETTER LOGGING &  
LUMBER CO.,  
(Employer)

By .....

(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Affidavit of Service by Mail attached.

Return receipts attached.

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[Title of Board and Cause.]

### EXCEPTIONS TO INTERMEDIATE REPORT

Respondent, Leadbetter Logging and Lumber Co., takes exception to the Intermediate Report filed in the above case as follows:

1. To the action of the trial examiner in treating the case as one of claimed unlawful discharge rather than a refusal to hire. (Rep. p. 2, L. 59; p. 9, L. 33; p. 11, L. 2; p. 11, L. 19.)
2. To the action of the Examiner in applying to this case—a refusal to hire—the doctrine of condonation of offenses, which is applicable to discharge cases. (Rep. p. 10, L. 19-20; p. 10, L. 38-40.)
3. To the conclusion of the Examiner that an Union representative may not be refused employment. (Rep. p. 11, L. 21-27.)
4. To the refusal of the Examiner to give consideration to the mutual experiences of Hedrick and Cool while employed by one other than Re-

spondent. (Rep. p. 4, L. 45-61; p. 5, L. 1, 2; p. 9, L. 30-32.)

5. To the failure of the Examiner to find affirmatively that Respondent, at the times pertinent to the controversy, had no policy against Unions or organization, but had a policy of cooperation.

6. To the failure of the Examiner to find that Hedrick had no anti-union feeling or policy.

7. To the failure of the Examiner to find that Cool was insubordinate and would not accept the authority of his foreman. (Tr. p. 209.)

8. To the refusal of the Examiner to give consideration to the policy of Respondent to cooperate with the Union. (Tr. p. 265, 266.)

9. To all of Paragraph IV "The effect of the unfair labor practices upon commerce." (Rep. p. 11, L. 32-42.)

10. To the finding of the Examiner that the action of Respondent discouraged membership in a labor organization. (Rep. p. 11, L. 25-30.)

11. To the finding that Respondent violated Section 7 of the Act. (Rep. p. 11, L. 29, 30.)

12. To all of "Concluding Findings." (Rep. p. 11, L. 1-30) reading as follows:

"The provision of Section 8 (a) (3) of the Act which forbids discrimination in regard to hire includes the prohibition to refuse to hire an applicant because of Union activity or affiliation, of course under proper circumstances an employer

may decline to employ a union applicant but in the event that such refusal becomes the basis for a charge under the Act the test must be whether the applicant was rejected for reasons other than union membership or activity. This does not mean that the burden is on the employer to disprove the charge, quite the contrary the burden is on the General Counsel. In the instant matter the undersigned is persuaded by all the evidence considered as a whole that the Respondent, through Hedrick, refused employment to Cool not because he was insubordinate, left his work without authority, refused to work or allow work to be done, interfered with the authority of the foreman, and otherwise performed his duties in an unsatisfactory manner during his previous period of employment with the Respondent, but that all the above-cited causes for Cool's discharge were not the real reason therefore but a mere pretext, the real reason being that Cool vigorously carried out his duties as job steward for the Union and sought to enforce those terms of the collective bargaining contract between the Respondent and the Union. The undersigned therefore finds that the Respondent refused employment to Robert Irwin Cool, on or about September 4, 1948, because of his membership in and activities on behalf of the Union in violation of Section 8 (a) (3) of the Act, and by so discriminating in regard to his hire and tenure of employment the Respondent has discouraged membership in a labor organization and interfered with, restrained, and coerced

its employees in the exercise of rights guaranteed in Section 7 of the Act."

13. To the first paragraph, page 12, L. 1-21 incl. reading as follows:

"Upon the entire record, the undersigned infers and finds that the Respondent's illegal action, mentioned above, discloses an intent to defeat self-organization and its objects, and an attitude of opposition to the purposes of the Act. Because of the Respondent's unlawful conduct and the underlying purposes manifested thereby, the undersigned is convinced that the unfair labor practices found are persuasively related to the other unfair labor practices proscribed by the Act, and that danger of commission in the future of any or all of the unfair labor practices defined in the Act is to be anticipated from the Respondent's conduct in the past. The preventive purposes of the Act will be thwarted unless the recommendations are coextensive with the threat.<sup>2</sup> In order, therefore, to make effective the interdependent guarantees of Section 7 to prevent recurrence of unfair labor practices, and thereby minimize industrial strife which burdens and obstructs commerce, and thus effectuate the policies of the act, the undersigned will recommend that the Respondent cease and desist, not only from the unfair labor practices herein found, but also from in any other manner interfering with, restraining, or corescing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and take certain affirmative action designed to effectuate the policies of the Act."

14. To Conclusion of Law 3. (Rep. p. 12, L. 36-41.)
15. To Conclusion of Law 4. (Rep. p. 12, L. 42-46.)
16. To Conclusion of Law 5. (Rep. 6. 12, L. 48-50.)
17. To all of numbered Paragraph IV. (Rep. p. 11.)
18. To all of numbered Paragraph V. (Rep. p. 11, 12.)
19. To the recommendation of the Examiner. (Rep. 1, 12, L. 54 to the end.)
20. The preponderance of the evidence does not support the Intermediate Report.

Respondent requests oral argument.

We submit the report should be reversed and the complaint dismissed.

Respectfully submitted,

H. STEWART TREMAINE,  
Koerner, Young, Swett &  
McColloch,  
800 Pacific Building,  
Portland 4, Oregon.

RICHARD R. MORRIS,  
605 Park Building,  
Portland 5, Oregon.

I, Richard R. Morris, one of the Attorneys for Respondent, do hereby certify that the foregoing is a full and true copy of the original.

/s/ RICHARD R. MORRIS.

Received January 31, 1950. N.L.R.B.

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United States of America

Before the National Labor Relations Board

Case No. 36-CA-47

In the Matter of

LEADBETTER LOGGING & LUMBER CO.

and

INTERNATIONAL WOODWORKERS OF  
AMERICA, LOCAL UNION 11-81, CIO.

#### DECISION AND ORDER

On December 29, 1949, Trial Examiner Louis Plost issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged in and was engaging in certain unfair labor practices in violation of Section 8 (a) (1) and (3) of the Act, and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto. Thereafter, the Respondent filed exceptions to the Intermediate Report and a supporting brief.

The Board<sup>1</sup> has reviewed the rulings of the Trial Examiner made at the hearing and finds that no prejudicial error was committed. The rulings are hereby affirmed, with the exceptions hereinafter noted. The Board has considered the Intermediate Report, the Respondent's exceptions and brief, and the entire record in the case, and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, with the following additions and qualifications:

1. We find, in agreement with the Trial Examiner, that in violation of Section 8 (a) (1) and (3) of the Act, the Respondent refused employment to Robert Irwin Cool on or about September 4, 1948, because of his previous conduct in vigorously carrying out his duties as job steward for the Union and in seeking to enforce the terms of the collective bargaining agreement between the Union and the Respondent.<sup>2</sup>

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<sup>1</sup>Pursuant to the provisions of Section 3 (b) of the Act, the Board has delegated its powers in connection with this proceeding to a three-member panel.

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<sup>2</sup>The Trial Examiner found that in January, 1947, an incident occurred in which Cool refused to follow an order of Foreman Hedrick and ordered Hedrick off the raft. We do not agree with the Examiner's conclusion that this incident could not be advanced as a reason for the Respondent's subsequent refusal to hire Cool because the incident occurred before the Respondent acquired the Oswego boom, and at a time when the two men were not in the Respondent's employ. We find, however, upon the basis of the entire record and particularly in view of Hedrick's failure to discipline Cool and the fact that

2. In the section of the Intermediate Report, entitled "The remedy," the Trial Examiner found that the Respondent's unlawful conduct "discloses an intent to defeat self-organization and its objectives and an attitude of opposition to the purposes of the Act." Accordingly, the Examiner recommended that the Respondent be ordered to cease and desist, not only from the unfair labor practices found, but also from in any other manner infringing upon the exercise of the employees rights guaranteed in Section 7 of the Act.

We are not persuaded, upon this record, that the Respondent has demonstrated a general intent to defeat self-organization and an attitude of opposition to the purposes of the Act. We are particularly mindful in this regard of the Respondent's past amicable relations with this and other unions<sup>3</sup> and the fact that the Respondent has been dealing with the Union under a collective bargaining agreement. Under all the circumstances we believe that the policies of the Act will be adequately effectuated by ordering the Respondent to cease and desist from

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this incident occurred almost a year before Cool voluntarily left the Respondent's employ, that the incident played no part in the Respondent's determination not to hire Cool in September, 1948.

The Trial Examiner's inadvertent reference at various points in the Intermediate Report to the discharge of Cool is hereby corrected to refer to the refusal to hire Cool.

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<sup>3</sup>The Trial Examiner's rejection of the Respondent's offer of proof to this effect is hereby reversed.

the unfair labor practices found and from any like or related conduct.

## ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Leadbetter Logging & Lumber Co., Oswego, Oregon, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discouraging membership in International Woodworkers of America, Local Union 11-81, CIO, or any other organization of its employees, by refusing employment to any applicant because of such applicant's membership in, and activities on behalf of, a labor organization, or by discriminating in any other manner in regard to hire and tenure of employment, or any term or condition of employment;

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

2. Take the following action, which the Board finds will effectuate the policies of the Act:

(a) Offer to Robert Irwin Cool immediate and full employment in the same or substantially equivalent position for which he applied and which the Respondent refused him on or

about September 4, 1948, without prejudice to any seniority or other rights and privileges;

(b) Make whole Robert Irwin Cool for any loss of wages he may have suffered by reason of the discrimination against him, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of the discrimination against him to the date of the Respondent's offer of employment, less his net earnings during said period;

(c) Post at its boom operation at Oswego, Oregon, copies of the notice attached hereto and marked Appendix A.<sup>4</sup> Copies of said notice to be furnished by the Regional Director for the Nineteenth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days in conspicuous places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(d) Notify the Regional Director for the Nineteenth Region (Seattle, Washington) in writing, within ten (10) days from the date of

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<sup>4</sup>In the event that this Order is enforced by decree of a United States Court of Appeals, there shall be inserted before the words: "A Decision and Order," the words: "A Decree of the United States Court of Appeals Enforcing."

this Order, what steps the Respondent has taken to comply herewith.

Signed at Washington, D. C., this 19th day of April, 1950.

PAUL M. HERZOG,  
Chairman.

JOHN M. HOUSTON,  
Member.

PAUL L. STYLES,  
Member.

[Seal] NATIONAL LABOR RELA-  
TIONS BOARD.

## Appendix A

### Notice to All Employees Pursuant to a Decision and Order

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Will Not discourage membership in International Woodworkers of America, or any other labor organization of our employees, by refusing employment to any applicant because of his membership in and activities on behalf of a labor organization, or by discriminating in any other manner in regard to hire and tenure of employment, or any term or condition of employment, except as required by an agreement requiring membership in a labor organization as a condition of employ-

ment as authorized in Section 8 (a) (3) of the Act;

We Will Not in any like or related manner interfere with, restrain, or coerce our employees in the exercise of their rights guaranteed in Section 7 of the Act.

We Will offer Robert Irwin Cool immediate and full reinstatement to his former or substantially equivalent position without prejudice to any seniority or other rights and privileges previously enjoyed, and make him whole for any loss of pay suffered as a result of the discrimination.

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

LEADBETTER LOGGING &  
LUMBER CO.,  
(Employer)

Dated .....

By .....,  
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

Affidavit of Service by Mail attached.

Return receipts attached.

[Title of Board and Cause.]

### PETITION FOR RECONSIDERATION

Under date of April 19, 1950, a three member panel of the Board issued its decision and order in this proceeding. Paragraph 2(a) of the order reads, as follows:

Offer to Robert Irwin Cool immediate and full employment in the same or substantially equivalent position for which he applied and which the Respondent refused him on or about September 4, 1948, without prejudice to any seniority or other rights and privileges.

This provision of the order violates purposes of the Labor Management Act, and is in conflict with the principles promoted by that Statute. Its enforcement would defeat collective bargaining. The employees of Petitioner at the site herein involved are represented by Local Union 11-81, International Woodworkers of America, C.I.O., and have entered into a collective bargaining agreement. This agreement contains a seniority clause which affects the relative rights of the men with respect to lay-offs and re-hirings. Seniority rights are created by contract and are an appropriate subject matter for collective bargaining.

The order in Paragraph 2(a) purports to grant to Robert Irwin Cool super-seniority. It gives him a preferred status. It sets him above all other employees in that it fails to recognize that Cool's employment is subject to the seniority provisions in the collective bargaining agreement.

The order states that Cool shall be offered full employment "without prejudice to any seniority or other rights and privileges." It does not state that Cool's rights and privileges are also subject to the seniority rights and privileges of other employees.

While this petition for reconsideration is confined to this point, Petitioner does not waive the exceptions heretofore filed to the Intermediate Report of the Examiner.

Respectfully submitted,

/s/ H. STEWART TREMAINE,

KOERNER, YOUNG, SWETT

& McCOLLOCH,

800 Pacific Building,

Portland 4, Oregon.

/s/ RICHARD R. MORRIS,

605 Park Building,

Portland 5, Oregon.

Received May 2, 1950. N.L.R.B.

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[Title of Board and Cause.]

ORDER CORRECTING DECISION  
AND ORDER

On April 19, 1950, the Board issued a Decision and Order in the above-entitled proceeding (89 NLRB No. 80). Thereafter, on May 2, 1950, the Employer filed a Petition for Reconsideration of

the aforesaid Order by modifying paragraph 2 (a) thereof. The Board having duly considered the matter,

It Is Hereby Ordered that the aforesaid Decision and Order be corrected by striking therefrom the words "without prejudice to any seniority or other rights and privileges," and substituting therefor the words "without prejudice to his seniority or other rights and privileges," in paragraph 2 (a) of the said Order inasmuch as it was the intent of the Board to insure the reinstatement of Robert Irwin Cool without prejudice to his seniority or other rights and privileges; and

It Is Further Ordered that the aforesaid Decision and Order of April 19, 1950, as printed, shall appear as hereby corrected.

Dated, Washington, D. C., May 18, 1950.

By direction of the Board:

FRANK M. KLEILER,  
Executive Secretary.

Affidavit of Service by Mail attached.

Return receipts attached.

Before the National Labor Relations Board  
Nineteenth Region  
Case No. 36-CA-47

In the Matter of:

LEADBETTER LOGGING & LUMBER CO.

and

INTERNATIONAL WOODWORKERS OF  
AMERICA, LOCAL UNION 11-81, CIO

Tuesday, October 18, 1949

Pursuant to notice, the above-entitled matter came on for hearing at 10:00 a.m.

Before: Louis Plost,  
Trial Examiner.

Appearances:

HUBERT J. MERRICK,  
515 Smith Tower,  
Seattle, Washington,

Appearing as counsel for the General  
Counsel, National Labor Relations  
Board, Complainant.

WILLIAM A. BABCOCK, of  
Messrs. George & Babcock,  
600 Henry Building, Portland, Oregon,  
Appearing on behalf of the Union, Interna-  
tional Woodworkers of Amer-  
ica, Local Union 11-81, CIO.

H. STEWART TREMAINE, of  
Messrs. Koerner, Young, Swett & McColloch,  
800 Pacific Building,  
Portland, Oregon,  
Appearing on behalf of the Leadbetter  
Logging & Lumber Co., Respondent.

### PROCEEDINGS

Trial Examiner Plost: Are you gentlemen ready to proceed?

Mr. Tremaine: I am ready to proceed.

Mr. Merrick: Yes.

Mr. Babcock: Yes.

Trial Examiner Plost: The hearing will be in order. This is a formal hearing before the National Labor Relations Board in the matter of Leadbetter Logging & Lumber Company and International Woodworkers of America, Local Union 11-81, CIO, Case No. 36-CA-47.

The Trial Examiner conducting this hearing is Louis Plost.

Counsel will please state their appearances for the record. Who is appearing for the General Counsel?

Mr. Merrick: Appearing as counsel for the General Counsel is Hubert J. Merrick, whose last name is spelled M-e-r-r-i-c-k, and my address is 515 Smith Tower, Seattle.

Trial Examiner Plost: And who is appearing for the Respondent?

Mr. Tremaine: H. Stewart Tremaine, which is spelled T-r-e-m-a-i-n-e.

Trial Examiner Plost: And the name of the firm?

Mr. Tremaine: Koerner, Young, Swett & McColloch.

Trial Examiner Plost: And the address?

Mr. Tremaine: 800 Pacific Building, Portland, Oregon. [3\*]

Trial Examiner Plost: Who is representing the Union?

Mr. Babcock: George & Babcock, by William A. Babcock, 600 Henry Building, Portland, Oregon.

Trial Examiner Plost: Are there any other parties appearing? Let the record show no response. [4]

\* \* \*

Mr. Merrick: If the Trial Examiner please, I would like to have this file marked for identification as General Counsel's Exhibit 1.

Trial Examiner Plost: It may be so marked.

(File above referred to marked General Counsel's Exhibit 1 for identification.)

Mr. Merrick: General Counsel's Exhibit 1 for identification consists of all the formal papers and pleadings which has been filed in the proceeding. They are numbered as follows: General Counsel's Exhibit 1-A is the original charge filed by the charging union;

1-B is the affidavit of service of the charge;

1-C is an affidavit of service of the amended charge;

1-D is the amended charge;

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\* Page numbering appearing at top of page of original Reporter's Transcript of Record.

1-E is a copy of the complaint issued by the Regional Director of the Nineteenth Region of the National Labor Relations Board;

1-F is a notice of hearing in this matter;

1-G is the affidavit of service of the complaint, notice of hearing, and the amended charge;

1-H is an amended notice of hearing;

1-I is the affidavit of service of the amended notice of hearing;

1-J is the answer filed by the Respondent employer. [6]

Trial Examiner Plost: Mr. Tremaine, have you examined those documents?

Mr. Tremaine: I have.

Trial Examiner Plost: Is there any objection to their admission?

Mr. Tremaine: There is not.

Trial Examiner Plost: There being no objection the documents marked for identification by counsel for the General Counsel as 1-A to 1-J inclusive will be admitted in evidence.

(File above referred to, previously marked General Counsel's Exhibit 1 for identification, and containing General Counsel's Exhibits 1-A to 1-J inclusive, received in evidence.)

[General Council's Exhibits 1-D, 1-E, 1-H and 1-J are set out in this printed record on pages 1 to 12.]

Trial Examiner Plost: Do you gentlemen have any stipulations of any kind that you want to put into the record at this time?

Mr. Merrick: No, I do not believe that we do. [7]

\* \* \*

Trial Examiner Plost: Before Mr. Sullivan takes the stand I notice in the complaint that it is admitted that the Union is a labor organization within the meaning of the Act. Is that correct?

Mr. Merrick: Yes.

Mr. Tremaine: Yes.

Trial Examiner Plost: And the commerce allegations are also admitted?

Mr. Tremaine: Yes.

Trial Examiner Plost: The commerce allegations do not have anything but one figure on commerce and that is, I presume, an arbitrary figure that the Company does more than 100 thousand dollars worth of business a year. Are all the parties satisfied that that is sufficient?

Mr. Tremaine: We are.

Mr. Merrick: I feel that the allegations of the complaint relative to commerce are quite scanty, so I wish to call Mr. Sullivan to fill those figures in. However, I do not think that there is any question about the jurisdiction of the Board.

Mr. Tremaine: No.

Mr. Merrick: I think that we might stipulate that the Leadbetter Logging & Lumber Company is engaged in commerce within the meaning of the Act. [8]

Trial Examiner Plost: The Respondent has admitted it, and the Board has taken jurisdiction of the company in other cases—I presume in R cases.

Mr. Tremaine: There is no objection on the part of the Company as to that.

\* \* \*

### MARTIN S. SULLIVAN

called as a witness on behalf of the General Counsel, having been first duly sworn, was examined and testified as follows:

#### Direct Examination

By Mr. Merrick:

Q. What is your name?

A. Martin S. Sullivan.

Q. What is your address, Mr. Sullivan?

A. 1405 Southwest Alder Street. That is the Company's address.

Q. That is your business address?

A. Yes, sir.

Q. That is Portland, Oregon? A. Yes, sir.

Q. What is your occupation? [9]

A. I am Industrial Relations Manager for the Leadbetter Logging & Lumber Company; Oregon Pulp & Paper; Columbia River Paper Mills, and other affiliated companies.

Q. How long have you held that position as Industrial Relations Manager?

A. With this corporation a little over two years.

Q. What are your duties as Industrial Relations Manager?

A. I look after all labor matters; make up agreements, and endeavor to settle differences.

Q. Now, the Leadbetter Logging & Lumber

(Testimony of Martin S. Sullivan.)

Company is an Oregon corporation, is that right?

A. Yes, sir.

Q. What is its corporate setup? What is the nature of its business?

A. The holding company is the Columbia River Paper Company. The Oregon Pulp & Paper Company is a subsidiary of the Columbia River Paper Company, and the Leadbetter Logging & Lumber Company is a subsidiary of the Oregon Pulp & Paper Company.

Q. Roughly, do you know how many corporations there are in this holding company—the Columbia River Paper Company?

A. I would say six or seven. I cannot just exactly state.

Q. Generally, what is the nature of the business as done by these corporations?

A. Principally in wood products. Logging, saw-mill operations, woodworking plants, paper, and shingles. [10]

Q. In other words, they are engaged in practically all phases of lumbering and various products made out of lumber? A. Yes.

Q. What operations does the Leadbetter Logging & Lumber Company have besides its boom at Oswego, Oregon, which is the subject of this hearing?

A. The Leadbetter Logging & Lumber Company has a logging operation at Pedee, Oregon; we have the boom you referred to at Oswego; we have a sash and door factory at McMinnville; we have a sawmill

(Testimony of Martin S. Sullivan.)

at Kernville, which is dormant at the present time; we have a reload operation at Tillamook; we have a reload operation at Willamina, Oregon, which is dormant at the present time.

Q. All these operations are in the State of Oregon, are they not? A. Yes, sir.

Q. Are they all integrated? In other words, the logs that you have at your boom, do they come from your own logging operations?

A. Not necessarily. It is a commercial boom. They float from other operators besides ourselves.

Q. Well, do some of them come from your own source of supply? A. That is right. [11]

\* \* \*

Q. Well, we will call Mr. Kerry as a witness on that. Regarding the Oswego boom, how are the logs supplied to that boom? Are they all supplied by rail? A. All logs come in there by rail.

Q. You have no other means of supplying logs there at Oswego? A. No. [12]

\* \* \*

## WALTER J. KERRY

called as a witness on behalf of the General Counsel, having been first duly sworn, was examined and testified as follows: [13]

\* \* \*

## Direct Examination

By Mr. Merrick:

Q. Will you state your name?

A. Walter J. Kerry.

Q. And what is your address?

A. My business address?

Q. Yes, your business address.

A. 1405 Southwest Alder Street, Portland.

Q. What is your occupation?

A. I am supposed to be the coordinator of the transportation of logs.

Q. But what actually are you?

A. I handle the transportation of the booming and rafting, and reloading, and things of that kind.

Q. You supervise operations at the Oswego boom, do you? A. Yes.

Q. Are you generally familiar with the source of the logs [14] that go through the Oswego boom?

A. Generally, yes.

Q. Do you know, roughly, what percentage of the logs that go through your boom at Oswego come from your own logging operations?

A. At the present time none.

Q. None?

A. It is an old logging operation.

Q. At the present time you say none, but ordi-

(Testimony of Walter J. Kerry.)

narily do some of those logs come from the Leadbetter Logging & Lumber Company's source of supply?

A. Not actually from actual operation of the Leadbetter Logging & Lumber Company.

Q. Do you know, roughly, what the dollar value of the logs are that go through the boom at Oswego —what the yearly total would be?

A. That would vary considerably.

Q. In an average year what would it be?

A. I would estimate 60 million at \$40 per thousand average.

Trial Examiner Plost: That is 60 million feet?

The Witness: Yes.

Q. (By Mr. Merrick): At \$40 a thousand?

A. Yes.

Q. Now, at the boom at Oswego the logs are sorted and rafted, are they not? [15]

A. Yes, sir.

\* \* \*

Q. (By Mr. Merrick): Now, of the total amount of the logs that go through the boom do you know, roughly, what percentage of those go outside of the State of Oregon?

A. At the present time possibly 30%.

Q. And that is 30% of the 60 million board feet?

A. Yes, sir.

Q. Which are valued roughly at \$40 a thousand?

A. Yes.

Trial Examiner Plost: Pardon me just a minute. For the record will you tell me what a boom is?

(Testimony of Walter J. Kerry.)

The Witness: The Oswego boom is a place where we unload logs from railroad cars, put the logs into the water, and then raft in boom sticks for towing to their destination. [16]

Trial Examiner Plost: Now, does the boom refer to specific machinery, or does it refer to a specific place?

The Witness: Ordinarily we refer to a boom as including everything, the unloading and all.

Trial Examiner Plost: The machinery and everything else that goes into it?

The Witness: Yes, sir.

Trial Examiner Plost: It is a plant, in other words, for taking logs and putting them into the water, and tying them into a raft, is that right?

The Witness: The actual boom itself, to be technical, is only that part in the water.

Trial Examiner Plost: Only that part which is in the water?

The Witness: Yes, but we always speak of the Oswego boom as including everything.

Trial Examiner Plost: As including the entire operation?

The Witness: Yes, sir. [17]

\* \* \*

## ROY T. HEDRICK

called as a witness on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

## Direct Examination

By Mr. Merrick:

- Q. Will you state your name, please?
- A. Roy T. Hedrick.
- Q. And what is your address, Mr. Hedrick?
- A. 455 Ninth Street, Oswego.
- Q. Oswego, Oregon? A. That is right.
- Q. How far is Oswego from Portland?
- A. Oh, about seven miles I think from the city center.
- Q. Is it on the Willamette River?
- A. That is right.
- Q. What is your occupation?
- A. Foreman of the Oswego boom.
- Q. What are your duties as foreman?
- A. To direct the men in the unloading of logs.
- Q. Do you also have charge of the sorting of logs and rafting of logs? A. Yes, sir.
- Q. How long have you held this job as foreman?
- A. Since 1944.
- Q. Has the Leadbetter Logging & Lumber Company owned this boom since that time? [18]
- A. They bought that boom since that time.
- Q. Do you know when they bought the boom?
- A. I think it was in April of 1947. I am not sure.
- Q. When you first became foreman of the boom,

(Testimony of Roy T. Hedrick.)

who was the owner of the boom? A. The RFC.

Q. Had you been employed at this boom prior to 1944? A. Yes, sir.

Q. How long had you worked there?

A. Since about 1935.

Q. It has been under various owners since that time?

A. Well, two different owners, the RFC and Scott—Mr. Scott.

Q. Who owned it prior to the RFC, is that right?

A. Yes, he did.

\* \* \*

Q. Generally what type of jobs have you held with this boom?

A. Well, I started as a rafter, and I was head rafter, and then I was foreman.

Q. When did you become head rafter?

A. Oh, about 1939 or 1940. I am not sure on that.

Q. The previous witness testified that all the logs were [19] supplied by rail at Oswego, is that right?

A. That is right.

Q. Compared with the other booms in the area, how does the Oswego boom compare in size?

A. Well, I would say that it was third in size.

Q. In other words, it is a fairly large boom?

A. That is right. It is a railroad boom, and they are all fairly large.

\* \* \*

Q. What are the duties of the head rafter?

(Testimony of Roy T. Hedrick.)

A. The head rafter sees that the work is carried on on the raft itself.

Q. He supervises the actual rafting of the logs?

A. He supervises the actual rafting of the logs under me, yes sir. I direct him, and he directs the rafting of the logs. [20]

\* \* \*

Q. And now, Mr. Hedrick, you are acquainted with Mr. Cool, the man about whom this hearing is being conducted? A. Yes, sir.

Q. When did you first have occasion to work with Mr. Cool?

A. That is a long time back. That was around 1940, or [22] something like that.

Q. At the present Oswego boom?

A. That is right.

Q. And you were the head rafter at that time?

A. Yes, sir.

\* \* \*

Q. Was Cool working on that raft?

A. Yes, sir.

Q. At that time how did you find him as a workman? A. He was all right.

Q. Was he competent?

A. I thought so. Yes.

Q. Did he know his job as a boom man?

A. I think so.

Q. How did he get along with the other men in the crew?

A. I don't remember any time that he didn't get along with them at that time.

(Testimony of Roy T. Hedrick.)

Q. Well, if there had been any trouble you would have known about it, probably, wouldn't you? [23]

A. I probably would have known about it if I had remembered it.

Q. Did you ever have occasion to criticize his work at that time?

A. I don't believe that I did.

\* \* \*

Q. Well, to your knowledge was his work criticized by the foreman in charge? A. No.

Q. In other words, he was a satisfactory employee when he worked on the boom in 1940?

A. To my knowledge he was.

Q. How long did he work on that occasion, do you recall? A. No, I do not.

Q. When did you next have occasion to work with Mr. Cool at the Oswego boom?

A. I was not working with him. He was working under me at that time, but I was not directly with him.

Q. When was that? A. In 1944.

Q. You were the foreman at that time?

A. Yes.

Q. Did you have occasion to hire him? [24]

A. Yes, sir.

Q. You were the one that actually hired him?

A. I am the one that recommended him. No, I didn't actually hire him. I recommended him for the job.

Q. You recommended him to Mr. Kerry?

(Testimony of Roy T. Hedrick.)

A. That is right.

Q. And following your recommendation he was hired? A. Yes, sir, that is right.

Trial Examiner Plost: Do I understand that some time between 1940 and 1944 Mr. Cool was not employed at this boom?

A. That is right. There was a period of time there when he was not there—a period elapsed there when he was not there.

Trial Examiner Plost: Can you give me the dates of that elapsed period when he was really out?

The Witness: No, I really cannot say. [25]

\* \* \*

Q. Do you know how long he stayed?

A. Yes, sir.

Q. How long did he stay?

A. Thirteen months.

Q. Do you know when he left?

A. Yes, sir, I do.

Q. When did he leave?

A. It was some time in December.

Q. December of what year?

A. Well, he left in 1947, so that 1944 date is incorrect.

Q. Since he left in 1947 would you say that he came back in 1946? A. Yes, sir.

Q. That would be thirteen months prior to 1947, is that correct? A. Yes, sir.

Q. And you recommended him for the employment at that time? A. Yes, sir. [26]

\* \* \*

(Testimony of Roy T. Hedrick.)

Q. (By Mr. Merrick): What was the job that Mr. Cool took when he came back in December of 1946? Is that when he came back? A. Yes.

Q. What was the job that he took when he came back in December of 1946?

A. He took a job as a boom man.

Q. Was that a permanent job or a temporary job? A. It was a temporary job at that time.

Q. Now, is it the practice to hire all workers on a temporary basis at this boom until you have an opportunity to observe their ability, or was he actually hired on a job which was temporary?

A. Yes, he was hired on a temporary job, during the time when there was a man off, and we hired him in his place. During that time there was a man quit, and Mr. Cool kept on.

Q. And he subsequently became a permanent employee, did he?

A. No, I would not say that any of them are permanent. There is a seniority list so that you have got to go right up when you start cutting our crew, and we cannot declare any job as permanent.

Q. Well, when this man quit he would be next in line, would he? A. Yes, sir.

Trial Examiner Plost: Would you say that after this employee quit and Mr. Cool took his place, that he was as permanent as any of the men on that job?

The Witness: No. Even then he would be the first man that we would have to lay off in an elapsed period.

(Testimony of Roy T. Hedrick.)

Trial Examiner Plost: But considering his seniority, was he permanent as far as seniority was concerned? By that I mean if you had hired a man after Cool—

The Witness: (Interposing) Yes.

Trial Examiner Plost: (Continuing) —would Cool be permanent as far as the last man was concerned who had been hired?

The Witness: Yes, sir.

Q. (By Mr. Merrick): Now, will you testify what work Cool was doing during that time?

A. He was a boom man.

\* \* \*

Q. That was the same type of work that he had performed in 1940? A. Yes, sir.

Trial Examiner Plost: Tell me what a boom man does. [28]

The Witness: A boom man works under the head rafter, rafting logs, doing maintenance work, or any work connected with the boom at all that he is asked to do.

Trial Examiner Plost: And could he run one of these boats?

The Witness: He could be broken in on one of the boats.

Trial Examiner Plost: So his job was that if you wanted him to run one of those boats he could be put on one of those boats?

The Witness: No.

Trial Examiner Plost: Or he could object to it?

(Testimony of Roy T. Hedrick.)

The Witness: He could object to it, and if he had reason, why we would accept his objections. We never try to force anybody to do anything.

Trial Examiner Plost: But if you wanted him to work on a boat, he could work on a boat?

The Witness: That is right. That is, if they wanted him to, and if he wanted to. That would be just between the operation and himself.

Trial Examiner Plost: Now, when you say that he worked as boom man and you described his work, does that mean that he went down in the water and moved these logs around? Was that part of his job? Not in the water, but on the log?

The Witness: Yes.

Trial Examiner Plost: He worked with a pike pole, in other words? [29]

The Witness: Yes, sir.

Trial Examiner Plost: And was part of his job to see that the logs came down from the railroad cars?

The Witness: Yes, sir; that is right.

Trial Examiner Plost: Was that a part of his job?

The Witness: Yes. Those jobs are interchangeable.

Trial Examiner Plost: And he could be put on any of these jobs that you wanted to put him on?

The Witness: Yes, sir.

\* \* \*

Q. (By Mr. Merrick): Along the same line of questioning, in your opinion was Mr. Cool capable

(Testimony of Roy T. Hedrick.)

Trial Examiner Plost: But considering his seniority, was he permanent as far as seniority was concerned? By that I mean if you had hired a man after Cool—

The Witness: (Interposing) Yes.

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The Witness: Yes. Those jobs are interchangeable.

Trial Examiner Plost: And he could be put on any of these jobs that you wanted to put him on?

The Witness: Yes, sir.

\* \* \*

Q. (By Mr. Merrick): Along the same line of questioning, in your opinion was Mr. Cool capable

(Testimony of Roy T. Hedrick.)

of performing all the work or jobs on the boom?

A. No.

Q. Which jobs was he not capable of performing?

A. I don't think that he could run the unloader.

\* \* \*

Q. But he was capable of performing the work of a boom man for which he had been hired?

A. Yes, sir, that is right.

Q. Is that a particularly hazardous job?

A. Well, some people say it is. I have worked at it since 1918, and I am still here. [30]

\* \* \*

Q. During the time that Mr. Cool was employed there, the last time, do you know what particular union job he had—while on the operation of the boom?

A. He was job steward.

\* \* \*

Q. Do you know whom he succeeded as job steward?

A. Ed Maher. I am quite sure of that.

\* \* \*

Q. Now, this last tour of duty that Mr. Cool had in connection with the boom out there, did you ever have occasion to criticize his work as a boom man?

A. Yes. [31]

\* \* \*

Q. On what occasions did you criticize his work as a boom man?

(Testimony of Roy T. Hedrick.)

A. Well, I really don't know how to answer that. There was a direct refusal by him to take orders from me at one time. That was the main criticism that I had of him.

Q. There was a direct refusal by him to take orders? A. That is right.

\* \* \*

Q. That occurred on one occasion, did it?

A. That was about the only time that I tried to direct him.

Q. Well, was he doing his work in a particularly incompetent manner at that time?

A. That is right; I thought that he was.

Q. What was the nature of the work that he was doing at the time?

A. He was rafting logs.

\* \* \*

Q. Well, what action did you take on it?

A. I didn't take any. I asked him to do the work the way that [32] I wanted it done, and he refused to do it.

Q. And that is as far as you went with it?

A. Yes, it is. I was ordered off the raft, and I went off.

\* \* \*

Trial Examiner Plost: Now, you say that you were ordered off the raft at that time. Who ordered you off the raft?

The Witness: Mr. Cool. He told me that I had no business on the raft.

(Testimony of Roy T. Hedrick.)

Trial Examiner Plost: And he was merely working on the raft at that time?

The Witness: That is right.

Trial Examiner Plost: And you left the raft, did you?

The Witness: I left the raft, yes.

\* \* \*

Q. Well, you testified that he was rafting logs in an improper [33] manner. Was there any other occasion that you had to criticize his work?

A. No, there was never any time that I tried to criticize it at all.

\* \* \*

Trial Examiner Plost: Pardon me a moment, Mr. Merrick. Before we get lost here, for my sake, reference has been made here that Mr. Cool was a job steward. Was the Company and the Union, of which Mr. Cool was the job steward at the time, under contract at that time?

The Witness: I think there was no signed contract. That is, the RFC could not sign a contract.

Trial Examiner Plost: Oh, this was under the RFC?

The Witness: That is right, and we were working then according to our old contract.

Trial Examiner Plost: Did you recognize the Union at that time?

The Witness: Yes, we did.

Trial Examiner Plost: The Union was recognized?

The Witness: Yes, sir.

Trial Examiner Plost: And the job steward had

(Testimony of Roy T. Hedrick.)

certain rights and certain duties that were recognized by the Company?

The Witness: Yes, sir.

Trial Examiner Plost: Or the RFC at that time, rather? [34]

The Witness: Yes, sir.

\* \* \*

Q. (By Mr. Merrick): Now, the only specific example that you can recall of this incompetence was this one occasion when you told him that he was not rafting logs in the proper manner?

A. That is the only one that I can think of—yes.

\* \* \*

Trial Examiner Plost: Let us go back on the record.

Q. (By Mr. Merrick): During the last time that Mr. Cool was with you, from December 1946 to December, 1947, did you ever find him causing any trouble with members of the crew?

A. Yes.

Q. Can you give us some specific instances in which he caused trouble among the crew?

A. Yes, I can. At the time that he ordered me off the raft, he told me then that the crew would take orders from our head rafter. [35]

Q. Wait a minute. I am referring to causing trouble among the crew. A. It did.

Q. Did that cause trouble among the crew?

A. That did.

Q. How do you know that it did?

(Testimony of Roy T. Hedrick.)

A. Because part of the crew came to me and there was the head rafter with them.

Q. Well—

A. (Interposing) Oh, let me finish my story, please. Do you want me to?

Q. No. I will ask the questions and you answer them. A. Thank you.

Q. Now, you say that he caused trouble on this occasion when he ordered you off the raft among the crew. Is that correct?

A. No, I didn't say that.

Q. Well, was there any trouble among the crew over this?

A. That led up to trouble—yes.

Q. How did that lead up to trouble?

A. I cannot tell you unless I go on with my story.

Q. All right. Continue on with your story.

A. He told me that the crew would take orders from our head rafter and for me to give the orders through the head rafter, and they would take them following that, and I did that, but it was not a month until Mr. Cool came to me and said that the [36] crew was refusing to take orders from the head rafter, and that the head rafter was throwing his voice around too much, and I told him that I would let the head rafter do as he wanted to do.

\* \* \*

Q. That was the grievance, wasn't it—that is, the Company had a grievance that he exceeded his

(Testimony of Roy T. Hedrick.)

authority as a job steward? A. That is right.

Q. Was anything done about that?

A. No, sir.

Q. Was any protest made to the Union Business Agent? A. Yes, sir. I made one myself.

\* \* \*

Q. What was the nature of the conversation in that respect?

A. I just told him that I didn't think that Mr. Cool had authority to put me off the raft.

Q. And what did he say about that?

A. He didn't say anything about it at all. He just grinned at me and he said that he would talk to him, or something. [37]

\* \* \*

Q. Now, on what other occasions did he cause trouble with the boom crew?

\* \* \*

A. Well, there was one fellow that quit the boom on account of him.

\* \* \*

Q. Now, do you have any other specific examples where he [38] caused trouble?

A. Yes. One time he stopped their job. It was written in our contract—well, maybe I had better not tell that story now.

Q. Well, did that arise out of his duties as a job steward?

A. He was job steward at the time, yes.

(Testimony of Roy T. Hedrick.)

Q. And he came to you as a job steward?

A. Yes, sir.

Mr. Tremaine: I do not think that his answer was quite addressed to the question. Your question was, did that arise out of the duties as job steward? And his answer was that he was job steward at the time. Now, I want to make it clear. Was your answer, "Yes," to his question?

The Witness: No.

Q. (By Mr. Merrick): What instance is this that you are referring to?

\* \* \*

A. We had our boom work and our maintenance work, and our boom work and maintenance work are interchangeable. It is written in our contract that way. Well, one morning we had work to do on our rollway. At that time we were only able to put in twenty-one loads of logs into our boom. The night before I had called the depot and had them set in twenty-one freight loads of one brand of logs, which means that you can go ahead [39] and dump them. It took up 45 minutes exactly to dump those logs, and I took one man off the raft and used the two men that were on the hill, and they started to work on our rollway, and Cool came up and he told me that I was working out of turn on this rollway. I thought that he meant that I was working these same men too often. It was a dirty job, and it was dirty and dusty. And I told him at that time that I figured that as to the rest of the

(Testimony of Roy T. Hedrick.)

crew, as long as their job was finished below, I could have them come up and help us up above. And he said, "By God"—I won't say "By God," because I never heard him say "God" in my life, but he says to this effect, "We are not going on that rollway. We have got too many logs to handle." And I said, "What are you going to do between now and 2 o'clock?" And he said, "We are not working the rollway." All right. And at that he hollered to the engineer to lower a skid that we had in the air—to lower her down. And I told the engineer to hold on to it, and he did. And I went in and called our company to find out what was what. That was after the Leadbetter Company had taken this over. And they told me to drop this skid back in. And the skid was put back in, and the whole 14 or 15 men went to the river, and they sat in the bunkhouse from 9:15 until 2 o'clock in the afternoon, before we got another log.

Trial Examiner Plost: And at that time Mr. Cool was the job steward? [40]

The Witness: Yes sir.

Trial Examiner Plost: Representing the Union?

The Witness: Yes sir.

Q. (By Mr. Merrick): Now, Mr. Hedrick, this trouble was between Cool and yourself, is that right—this incident of the skid? It was not between Cool and individual employees on the boom. It was between yourself and Mr. Cool, is that right?

A. Well, the argument was, sure. I argued that they should do the work.

(Testimony of Roy T. Hedrick.)

Q. And Mr. Cool came to you as job steward and said that they should not do the work, is that correct?

A. He came to me—I do not know as you would class that as a job steward.

Q. Do you know who was with him on that occasion? A. No one was with him.

Q. What is that?

A. No one was with him.

Q. You are certain that no one was with him?

A. I am certain that no one was with him.

Q. Now, how many cars did you say that you had unloaded that day? A. We had unloaded 21.

Q. And how many more did you have to do on that day?

A. Well, I don't know. Probably 50.

Q. What is the average number of loads per day out there? [41]

A. Oh, if you take an average—we averaged about 35 this year, I think.

Q. Well, did you ever have an agreement out there as to how many loads the men would put in the water each day?

A. No. There was a verbal agreement after this incident.

Q. What was the verbal agreement?

A. That they would unload—I have forgotten now how many, and if we had anything over that, why we guaranteed that there would be no maintenance work done.

Q. In other words, according to this verbal

(Testimony of Roy T. Hedrick.)

agreement if so many loads were put into the water on that particular day, then there was no more maintenance work on that day, or no more maintenance work period, is that right?

A. I never made any agreement like that.

Q. Was that the nature of the agreement that you had?

A. No, it was not, because there is maintenance work that has to go on. [42]

\* \* \*

Q. This verbal agreement that you referred to, just how many loads were named in this agreement?

A. I don't remember.

Trial Examiner Plost: Now, this verbal agreement you are talking about you say was made after this incident when Mr. Cool stopped the job that you are talking about?

The Witness: That was made by the job committee, or by one of the job committee men and one of the men that are over me, and it was agreed in that agreement—

Trial Examiner Plost: (Interposing) I do not care about the agreement. But am I to understand that there was no such agreement in effect as the time that Mr. Cool stopped the job?

The Witness: Absolutely not.

\* \* \*

Q. (By Mr. Merrick): When Mr. Cool came to you with this complaint about this skid work, didn't he mention this agreement? A. No.

(Testimony of Roy T. Hedrick.)

Q. Well, didn't he take the position that the men had too many loads to handle?

A. That is right.

Q. He took the position that they were not to do maintenance work that day because they had too many loads to handle, is [43] that right?

A. That is right.

Q. Now, in the time that you say that you worked at this boom, since 1940, hasn't that practice been followed since that time?

A. What practice?

Q. The practice of limiting the maintenance work when there were so many loads to get out in a day.

A. Absolutely not. Not since 1935 I will say.

Q. And in all that period there was no practice of not doing maintenance work on any day when you had a great deal of production work?

Q. Strike that, Mr. Reporter. Don't you do your maintenance work on off days, when you have comparatively light loads?

A. That is right. We give our crew all the breaks that we can give to them, and I gave it to them on this occasion too.

Q. And that had been the practice since 1935 that you know of?

A. It has been the practice since 1935 to do that work when asked to do it.

Q. And you say that on this day that you had this beef with Mr. Cool, you had already put in 21

(Testimony of Roy T. Hedrick.)

loads, and you had probably 50 more loads coming that afternoon? A. That is right.

Q. Hasn't it been the practice in the past, when the men have [44] had a heavy load in the morning and have some logs coming in in the morning, that they wait around until the logs come?

A. Not at that time.

Q. Has it been the practice since that date?

A. Yes, it has. We have made it a practice.

Q. It has been the practice since that time?

A. Yes sir.

\* \* \*

Q. How often did Mr. Cool bring grievances to you as job steward? A. He did not.

Q. He did not? A. No.

Q. Well, wasn't he the job steward?

A. He was the job steward. He never met as a job steward should function. We were supposed to have a committee according to our agreement, and there never was a time when he asked for a [45] committee meeting.

Q. They have to have a committee meeting?

A. They are supposed to according to our contract—yes. [46]

\* \* \*

Q. (By Mr. Merrick): Well, you do not have anything personally against Mr. Cool, do you?

A. No.

Q. In other words, the troubles that you have arose out of the job itself, did they not?

A. That is right. [47]

(Testimony of Roy T. Hedrick.)

Q. Now, what caused most of the trouble if it didn't arise from this situation of job steward?

A. It was the attitude that he had on the job.

\* \* \*

Q. (By Mr. Merrick): When did you have clashes with him that did not arise out of his job as job steward?

A. On one other occasion, when he left the job, walked off the job, and didn't say anything. He walked off the job and was gone for an hour and a half, and none of the crew knew where he was, and when he came back I asked him where he had been, and he as much as told me that it none of my damn business. He told me that he was up to George's, and then I told him that he would have to have permission after that if he wanted to leave the job, and he told me, "Don't you take any of these men after this and work them on any other job."

Q. You say that he said that he was up to George's? A. Yes, sir.

Q. That was up to what George.

A. George Willett.

Q. That is the Business Agent? [48]

A. Yes sir.

Q. He was up there on business matters, was he?

A. I don't know what he was up there for.

Q. Well, you knew that he went up there, didn't you? A. Yes sir.

Q. Now, you say that he stated not to take any of the men off the crew when he came back?

(Testimony of Roy T. Hedrick.)

A. That is right, not to take them off and work them on any other job.

Q. What was he referring to?

A. I had taken two men off to move a boathouse or a boat.

Q. And for whom was that, whose boat was that?

A. Dr. Kratley's, and dentist here in town.

Q. That was a separate job, a job altogether separate from that of the Leadbetter Company?

A. That is right. It was a separate job from that of the Leadbetter Company, and each man got \$5 for moving that boat.

Q. According to the contract they were not to do any other work, were they?

A. They were not, and they didn't, but in this case they were asked to do that on a voluntary basis, and they voluntarily did that. [49]

\* \* \*

Q. (By Mr. Merrick): Anyway the complaint of Mr. Cool on that occasion was taking two men to work on a private job for a private individual off of their work at the boom? A. No.

\* \* \*

Q. They were working for Kratley, weren't they? A. Yes sir.

Q. And he protested that? A. Yes sir. [50]

\* \* \*

Q. (By Mr. Merrick): How often did you have run-ins with Mr. Cool regarding your pushing with a pike pole?

(Testimony of Roy T. Hedrick.)

A. I think once. Maybe more, I don't know.

Q. It was his position that that was a violation of the contract? A. Yes sir.

Q. And it is a violation of the contract, isn't it?

A. Yes sir.

Trial Examiner Plost: By that expression am I to understand that you were working with a pike pole yourself?

The Witness: Yes. [51]

\* \* \*

Q. Now, in presenting these grievances on your pushing the pike pole, was Mr. Cool always the spokesman for the grievance committee?

A. No. I think that the job steward prior to him—well, I am not sure about that now.

Q. Well, the job steward prior to him had also protested your use of the pike pole, hadn't he?

A. That is right, yes.

Q. And when Mr. Cool was there as job steward he was always spokesman, isn't that right?

A. Yes sir.

Q. And he was the one who always gave you hell for it?

A. No. He asked me to lay it down. He never gave me hell.

Q. Well, you had violent arguments with him, didn't you?

A. No, we didn't have any violent arguments. If anybody told me to stop working, I would be a damn fool not to, wouldn't I? [52]

\* \* \*

(Testimony of Roy T. Hedrick.)

Q. (By Mr. Merrick): Did you have any trouble with Mr. Cool before he became job steward?

A. Yes. I don't think he was job steward when he ordered me off the raft.

\* \* \*

Q. Well, when he worked back there in 1940 did you have any trouble with him? A. No.

Q. How about the prior job steward, Ed Maher, did you have much trouble with him as job steward?

A. No, I did not.

Q. Did you ever have any arguments with him?

A. Oh yes, sure.

Q. Did those arise out of his duties as job steward? A. Yes. [53]

Q. They were quite frequent, weren't they?

A. They were quite frequent on pike pole pushing. There was not any other activity that I did that I remember arguing with him about.

\* \* \*

Q. Do you know if you might have made any derogatory remarks about the job steward?

A. No, I do not think that I ever did. I don't know. I always thought that a job steward was a thankless job in the Union.

\* \* \*

Q. Now, do you recall the circumstances under which Mr. Cool left the employ of the Leadbetter Logging & Lumber Company in December of 1947?

A. Yes, very plainly—I remember it very well. [54]

(Testimony of Roy T. Hedrick.)

Q. What were the circumstances, Mr. Hedrick?

A. Well, he told me that he was leaving and he was going to go into business for himself.

Q. How were your relations with Mr. Cool when he left to go into business for himself?

A. Very good.

Q. They were friendly? A. Sure.

Q. Do you recall when Mr. Cool again made application for employment with the Leadbetter Logging & Lumber Company? A. Yes sir.

Q. Can you give us the approximate date when he made application?

A. It was either in July or August.

Q. Of 1948? A. Yes, or September.

Q. How did he make this application?

A. By telephone.

Q. And he asked you for a job?

A. That is right.

Q. And what was your answer?

A. I said, "No." [55]

\* \* \*

Q. Now, in September of 1948 do you recall asking George Willett for a boom man?

A. Yes.

Q. What was the conversation when you contacted Mr. Willett?

A. I asked him if he had any men available that were Union men, and he told me that he had one.

Q. And who was that man that he told you of?

A. Bob Cool.

(Testimony of Roy T. Hedrick.)

Q. And what did you say to Mr. Willett on that occasion?

A. I told him that I didn't want him.

Q. Did you give him any reasons?

A. I don't remember whether I gave him any reasons or not. [56]

\* \* \*

Q. I mean there was no question in your mind as to whether or not he was available to go to work if he was offered employment?

A. Well, I didn't know for sure, but he had asked me for a job, and I naturally supposed that he was out of work—yes.

\* \* \*

Q. And he told you that Cool was available?

A. That is right.

Q. And you did not question his availability?

A. No sir.

Q. Do you recall the employee who was finally given this job? A. Yes sir.

Q. Who was that man?

A. E. W. Fromong. [57]

\* \* \*

Q. Well, didn't you question him when you hired him, as to his experience? A. I did.

Q. And what did he tell you?

A. He told me that he had had experience. [58]

\* \* \*

Q. When he finally went to work for you you kept him off the boom, didn't you—off the water?

(Testimony of Roy T. Hedrick.)

A. I had no occasion to put him down there.

Q. You kept him up on loading?

A. That is right, but he was hired as a boom man and he was very soon taken into the Boommen's Local.

Q. But he actually didn't do any work on the water, did he? A. He does now.

\* \* \*

Q. Now, since Mr. Cool left have you had any grievances over your pushing a pike pole?

A. I don't remember. [59]

\* \* \*

#### Cross-Examination

By Mr. Babcock:

Q. Mr. Hedrick, on these jobs on the boom is there considerable interchange of the employees between one job and another?

A. No, there is not.

Q. Is each man working on the boom—I am using the term "boom" for the whole operation, more or less expected to be able to fill in more or less on any job on the boom?

A. That is right, on all except what we call the premium jobs, such as boat man, head rafter, and our utility man.

Q. And what about the operator of the donkey?

A. The utility man takes care of him. If he is absent, why our utility man takes his place.

Q. It is correct then to say that generally speaking the [61] boom man is expected to be a pretty

(Testimony of Roy T. Hedrick.)

all around man in order to hold down a job? With the exception of a few jobs he is ordinarily expected to do rafting and sorting, and almost anything in the water, and also help on the loading, is that right?

A. Yes sir, that is right. Well, to be *clarified* as a boom man he does not have to know all that stuff, but if he can, why we put him there. We put the man in the place where he is qualified to work. There have been men who have been there for several years that could not go on one of our boats or could not go up to unload—could not run an unloader.

Q. I am not talking about running an unloader, but I am talking about the job that you spoke of as unloading, where they fasten straps.

A. That is all interchanged.

Q. Now, as far as Cool is concerned, he was an all around boom man, isn't that right?

A. Yes. He worked on the water as a boom man.

Q. And he also worked as an unloader—I do not mean running a machine, but I mean on the ground —on the platform?

A. I don't remember at any time that he was ever up there that we tried him on it. But I am quite satisfied that he could have done it if we had asked him to.

Q. Now, when he first started working for the Company this time, that is, beginning I think you said in December, 1946, [62] how long did he work as a temporary employee on this temporary job

(Testimony of Roy T. Hedrick.)

before the time that he was appointed to take the place of the man who left?

A. I think in the neighborhood of two or three weeks.

Q. And now, you spoke of an incident in which you had a disagreement with him at the time that you said that he refused to do some work that you directed him to do. Do you have in mind the incident that I am thinking about? You testified that in your opinion he was not doing the work correctly, and you wanted him to do it a different way, and he refused.

A. Is that the time that I was on the raft?

Q. Yes. Now, about when was that?

A. Why, I would say that it was in January—about January of 1948.

Q. January of 1948?

A. December or January. Wasn't he there in 1947 and 1948?

Q. I understood you to say that he left in December of 1947.

A. January of 1947 then. It was during the time that our water was the worst up there—when the river was the worst up there.

Q. That would be just after he started to work this last time?

A. Yes; not long afterwards.

Q. Now, was that before or after the time that he ceased being a temporary employee and filled in on the regular job? [63] A. That was after.

(Testimony of Roy T. Hedrick.)

Q. Then after that he continued to work for you until December, 1947, is that right?

A. That is right.

Q. Now, did you have the right to discharge men on the job? A. Yes.

Q. Or to recommend their discharge?

A. Yes sir.

Q. But you did not consider this incident sufficient for discharge? A. Yes sir, I did.

Q. Did you attempt to discharge him?

A. No sir, I did not.

Q. Were there other men there at that time that you had this disagreement with him on the raft?

A. Yes.

Q. And did they participate in the discussion?

A. I don't remember that any of them did.

Q. What was it that he was doing which you ordered him not to do?

A. Well, when we work a raft in swift water, you all have to work on one side of the raft. In other words, you all have to work in what we call the same hole, and part of the crew was spread on one side of the raft and the other part on the other, and I asked them to come all on that one side, and Mr. Cool [64] felt that he was being abused. He was on the opposite side, and right away he told me that I had no business on the raft and I had no business to give them orders in any way on the raft.

Q. His objection was then that the order should come through the head rafter and not through you

(Testimony of Roy T. Hedrick.)

directly, is that correct? A. That is correct.

\* \* \*

Q. What had been the practice there? Had you been in the practice of giving orders directly, or through the head rafter?

A. I had been in the practice of giving orders directly.

Q. Did you do it after that?

A. No. After that I gave them through the head rafter. [65]

\* \* \*

Q. Now, was that the only incident in which you had any disagreement with Mr. Cool before the time that you knew for certain that he was the job steward? A. I think it was.

Q. And after that, up until the time that he left there each of your disagreements arose out of some objection that he made as job steward to something that was going on or was not going on, isn't that correct? A. Acting as job steward?

Q. Yes.

A. Will you repeat that question again?

\* \* \*

A. No, I do not think that he was acting as a job steward, the way I think that a job steward should assume his functions. [66]

\* \* \*

Q. On any other occasion after that time when you had a disagreement with him it was the result of some objection that he was making with respect to

(Testimony of Roy T. Hedrick.)

the practice that was being followed in the work, is that correct? A. That is right.

Q. And during all of that time he was the job steward?

A. Well, I don't know about the first time. At the time when he ordered me off the raft I do not think that he was job steward, but he was job steward when he stopped the work.

Q. And you knew that he was job steward?

A. I knew that he was job steward.

\* \* \*

Q. So at the time that you spoke to Willett you knew that Fromong was seeking the position? [67]

A. That is right.

Q. And you, nevertheless, asked Willett if he knew of a good boom man?

A. Yes, I asked him.

Q. Now, you knew at that time, didn't you, Mr. Hedrick, that Fromong was not an all around, experienced boom man?

A. No, I didn't know it. He was recommended to me by a boom man as a boom man.

Q. But did you question Fromong himself as to his experience? A. No, I did not.

\* \* \*

Q. Did you know at that time how his experience compared with Bob Cool's? A. No, I did not.

Q. Well, you knew that Bob had had a great many years experience, didn't you? A. Yes.

Q. Some 15 or 18 years experience as a boom man?

(Testimony of Roy T. Hedrick.)

A. Well, I didn't know actually how many years he had.

Q. And as far as Fromong was concerned you just heard through hearsay information that he had done some boom work, that is correct, isn't it?

A. That is right. [68]

\* \* \*

Q. Has it been your practice to ordinarily hire all around boom men when they were available? [69]

A. When they were available, yes.

\* \* \*

### GEORGE WILLETT

called as a witness on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

#### Direct Examination

By Mr. Merrick:

Q. What is your name?

A. George Willett.

Q. What is your address?

\* \* \*

A. My address is Route 1, Box 250, Oswego, Oregon.

Q. And what is your occupation?

A. My occupation is boatman on the boom at Oswego.

Q. You are employed by the Leadbetter Logging & Lumber Company, are you? [70]

A. Yes sir.

(Testimony of George Willett.)

Q. How long have you worked for the Leadbetter Logging & Lumber Company?

A. Well, I would say off and on for seven years.

\* \* \*

Q. Well, have you been employed for the last seven consecutive years?      A. Yes.

Q. As a boatman?

A. No. As a boatman for about the last four I would say.

Q. What other jobs have you held out there?

A. Well, I have been a rafter, and an unloader, a pocket man, sorter, and so on.

Q. In other words, you have worked on most of the jobs around the boom?      A. That is right.

Q. And now, do you also hold an official position in the Union?      A. Yes sir.

Q. That is Local 11-81, of the IWA?

A. Yes.

Q. What is your position?

A. Business Agent and Financial Secretary.

Q. What are your duties as Business Agent and Financial [71] Secretary?

A. As Financial Secretary, to collect dues and maintain the financial condition of the Union, and pay the bills, and so forth, and as Business Agent to take care of any grievances that come about on any of the various jobs on the river under our jurisdiction.

Q. Do you also take part in negotiations of contracts?

(Testimony of George Willett.)

A. Yes. I am the spokesman for the Union committee.

Q. Have you taken part in the negotiation of the contract with the Leadbetter Logging & Lumber Company? A. Yes, sir, that is right.

Q. Do you have a copy of that contract with you? A. Yes, I have.

\* \* \*

Mr. Merrick: May we stipulate that a copy may be substituted for this original?

Mr. Tremaine: Yes.

\* \* \*

Mr. Merrick: I would like to have this copy marked as General Counsel's Exhibit 2 for identification.

(Document above referred to marked General Counsel's Exhibit 2 for identification.) [72]

Mr. Merrick: Do you care to examine the original with the copy, Mr. Tremaine?

Mr. Tremaine: Yes, I would like to (examines documents). We have no objections.

\* \* \*

Q. (By Mr. Merrick): Is that the particular labor contract or agreement under which you are working on the Oswego boom?

A. That is right.

Q. What was the original expiration date of that contract? Will you find that out for us, please?

A. Well, there is no original expiration date

(Testimony of George Willett.)

under that contract. It is continued in full force and effect each year after April 1st until either party breaks off negotiations.

Q. Well, now, that contract originally expired on April 1, 1948, did it not?      A. Yes. [73]

Q. In other words, you are still conducting negotiations looking toward a new contract?

A. That is right.

Q. And negotiations have not been broken off?

A. No sir.

Mr. Merrick: I would like to offer General Counsel's Exhibit 2 in evidence.

Trial Examiner Plost: When was this contract, which has been marked General Counsel's Exhibit No. 2 first entered into between your Union and the Respondent company?

The Witness: It was first entered on July 18, 1947.

Trial Examiner Plost: It was first entered into on July 18, 1947?

The Witness: Yes sir.

Trial Examiner Plost: Is there any objection to the introduction of the document marked General Counsel's Exhibit No. 2?

Mr. Tremaine: No sir.

Trial Examiner Plost: There being no objection, the document marked General Counsel's Exhibit No. 2 will be admitted in evidence. I take it that there is no objection on the part of the Union?

Mr. Babcock: No.

(Testimony of George Willett.)

(Document above referred to, heretofore marked General Counsel's Exhibit 2 for identification, received in evidence.) [74]

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## GENERAL COUNSEL'S EXHIBIT NO. 2

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### Article IX—Adjustment of Complaints

#### 1. Boom Committee and Job Steward:

(a) The crew of the Employer shall elect from its membership a Boom Committee, which may consist of an individual or not to exceed three (3) persons, which shall represent their members. One (1) committeeman will be designated the "Job Steward" and serve as spokesman for the committee. In the event of the resignation, disability, disqualification, or death of any member of the Boom Committee, his successor shall be elected by the crew. During the interim the remaining members shall have power to act.

#### 2. Handling Complaints, Suspension or Discharge:

(a) Should there be any dispute or complaints or an alleged discrimination of any kind against either an employee or the Employer, the employee or employees concerned shall continue to work under the conditions then existing, except in case of suspension or discharge hereinafter provided for, and such dispute, complaint, or grievance shall first be taken up, ordinarily off shift, with the foreman in charge by the Boom Committee, accompanied by

(Testimony of George Willett.)

said employee or employees. If no satisfactory settlement is made, the Boom Committee shall immediately place the case before a representative of the Employer and a representative of the local union. In the event no agreement can be reached within a three (3) day period, the matter shall be referred to the joint committee of Employer and employees as outlined in paragraph 3 of this article.

(b) Any settlement agreed upon between the two (2) committees on suspensions or discharges shall be final and binding on all parties concerned. If the Employer or the joint committee finds the man was unjustly discharged, he shall be reinstated without loss of pay.

(c) The Union committee shall have time to get the approval of the Union before signing any settlement. The Employer's committee also shall have time to consult their principals before signing any settlement.

### 3. Joint Handling of Differences:

(a) The joint committee shall be made up of three employer members selected by the management of the operation where the disagreement exists and three members selected by the Union committee. The joint committee shall have sole jurisdiction over disputes, complaints, grievances, interpretations of this agreement, or alleged discriminations properly referred to it in accordance with the paragraph above. In the event the joint committee is

(Testimony of George Willett.)

unable to make a recommendation on any matter properly placed before it, as provided above, within a reasonable period of time after such reference is made, the matter in dispute shall be referred back to the Employer and to the Union for the recommendation of each. The boom committee and the Employer will again meet and inform each other of their recommendations. All matters referred to the joint committee shall be in writing, both parties giving their statements in detail. When one party has referred a difference to the joint committee, the other party must accept such reference. The Union committee shall have time to get the approval of the Union before signing any settlement. The Employers' committee also shall have time to consult their principals before signing any settlement.

\* \* \*

Received in evidence October 18, 1949.

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Q. (By Mr. Merrick): Now, prior to the signing of the agreement what was your contract situation with the Company at Oswego?

A. Prior to that there was no agreement. There was no signed agreement with the Company.

Q. Well, did you work under any sort of arrangement or verbal agreement with the Company?

A. It was a verbal agreement that the conditions of the agreement would be lived up to.

\* \* \*

Q. (By Mr. Merrick): In other words, you

(Testimony of George Willett.)

lived under the master agreement that was in effect in the industry?      A. Yes, sir.

Q. And that was the same contract which was in effect throughout the industry?

A. No. Throughout this Local Union only.

Q. Now, Mr. Willett, in your job at the Leadbetter Logging & Lumber Company did you have occasion to work with Mr. Cool?      A. Yes. [75]

\* \* \*

Q. (By Mr. Merrick): Did you have opportunity to observe him working as a boom man—I am referring to Mr. Cool.      A. Yes, I did.

Q. Was he a competent boom man?

A. Very competent.

Q. Did he get along with the other employees?

A. He got along well, yes.

Q. To your knowledge did he ever have clashes with the other employees?

A. Not that I know of.

Q. Did you have occasion to observe his relations with Mr. Hedrick?      A. Yes, I did.

Q. What were they?

A. They were good except, of course, when there were any grievances, there were little arguments that went on then. They got a little bit violent at times. [76]

\* \* \*

Q. (By Mr. Merrick): Are you familiar with Mr. Cool's record as a boom man?

A. I am familiar with it as long as he worked on the job down there—yes.

(Testimony of George Willett.)

Q. Did you ever have occasion to send him out on jobs as a boom man?

A. Yes. I sent him down to the Shaver Transportation Company.

Q. Did you ever have any complaints as to his ability— A. (Interposing): No.

Q. As a boom man? [79] A. No.

Q. In your position as Business Agent of the Union and as an employee of the Leadbetter Logging Company, did you ever hear any complaints of his ability as a boom man while employed at the Leadbetter Company? A. I never did.

Q. Now, in the period that Mr. Cool worked at Leadbetter's from December, 1946, to December, 1947, do you know from your own knowledge if any question was ever raised by any employee of the boom as to the willingness of Mr. Cool to work?

A. Had there been any, I am sure that I would have heard it. I never did hear of any.

\* \* \*

Q. You never heard it? A. No.

Q. In your position as Business Agent would you be in a position to get those complaints from management if they were given?

A. I would think so. The grievance procedure calls for that.

Q. And you are the official representative of the Local at the boom? A. That is correct.

\* \* \*

Q. Do you know when Mr. Cool was first appointed job steward? [80]

(Testimony of George Willett.)

A. No, I don't. It was several months I think after he came on the job.

Q. Was he appointed or elected?

A. He was elected by the crew.

Q. Generally how is a job steward elected?

A. He is elected by the crew.

Q. They gather together and hold an election and vote by ballot?      A. Yes, sir.

Q. All the members of the crew?      A. Yes

Q. What is the function of a job steward?

A. A job steward is to police the contract and maintain the working conditions on the job—the Union working conditions.

Q. Is he required to act as a spokesman for the Union?

A. As a rule yes, although a committee can elect a spokesman any time that they see fit, but as a general rule the job steward is the spokesman.

Q. In Mr. Cool's case was he generally the spokesman?      A. Yes, he was.

Q. Now, did you ever have any complaints from management as to Mr. Cool exceeding his authority as a job steward?      A. No formal complaints.

Q. Well, did you ever have any informal complaints?

A. One time Mr. Hedrick complained that he thought that he [81] was exceeding his authority.

Q. On what occasion was that?

A. At that time he was not acting as job steward. I will have to take that back. That was during the time that he had the argument on the raft about placing the logs.

(Testimony of George Willett.)

Q. But while Cool was job steward did you have any complaints? A. Not to my knowledge.

Q. And now, if any complaints were made, would they be made to you?

A. Well, I would think so—if he had a formal grievance.

Q. That was the procedure that was generally followed? A. Yes.

Q. Now, if Mr. Cool were exceeding his authority, would that be a grievance as far as the Company was concerned?

A. Management could make a regular grievance of it.

Q. And they would have just as much a right to prosecute a grievance as the Union?

A. That is right.

Q. Now, while you were employed at Leadbetter's in the period from December, 1946, to December, 1947, did you ever have occasion to see Mr. Hedrick pushing a pike pole? A. Yes, I have.

Q. How often have you seen him pushing a pike pole?

A. Well, several times I would say.

Q. Generally what action would be taken on that? [82]

A. Well, there were some times when grievances were made out of it, and we took it up with management, and management would generally agree that the contract called for him not using the pole or doing boom men's work, and then it would be violated. So then the job steward would either take

(Testimony of George Willett.)

the committee with him, or possibly was authorized to go by himself and tell the foreman not to do that work.

Q. The job steward had that authority?

A. That is right.

Q. Now, calling your attention to September of 1948, were you approached by Mr. Hedrick looking for boom men?      A. Yes, I was.

Q. Could you tell us just what it was—just what the conversation was on that occasion?

A. The conversation was fairly short. I was operating a boat right in the gap at the time, and Mr. Hedrick came down and said, "George, have you got a competent man,"—not a competent man—"have you got a Union man available—a boom man available?" And I says, "Yes," and he says, "Who is it?" And I said, "Bob Cool." And he said, "Well, I thought it was understood that I was not going to hire Bob Cool." So then I asked him why. Well, he stated that he was a troublemaker, or he made trouble. He didn't go into details of what happened a year and a half ago, except that he was a troublemaker and incompetent, and didn't do his work, and so forth. [83]

\* \* \*

Q. Was there any question raised at that time as to Cool's availability or willingness to go to work?      A. None at all.

Q. What general procedure was followed by the Union in sending an employee to a job?

A. The procedure generally is that the Company will call me up and state that they want two or

(Testimony of George Willett.)

three men, and the Union members who are out of work generally let me know that they are out of work, and then I call them up or get in contact with them and send them out on the job.

Q. Is it necessary for the applicant to personally appear? A. No.

Q. Before you send him out? A. No.

Q. I mean, personally appear at the employer's office? A. No, it is not.

Q. Now, is that the procedure that was followed when you sent Mr. Cool to the Shaver Company? A. That is correct.

Q. Did you have occasion to know the man who was hired to fill [84] this vacancy in September, 1948?

A. I know him very, very little. I met him out at a picnic. I think that was about the first time that I had seen him. I met him at a Union picnic which was held just prior to that—a month or two prior to that.

Q. And what man was that? A. Fromong.

Q. Did you have occasion to send him out on any jobs?

A. Yes, he approached me at the time that he wanted me to get him a job on the boom.

\* \* \*

Q. And did you send him out on a job?

A. Yes, I sent him out to Dick Olson.

Q. And what position did you send him out to fill? A. Boom man.

(Testimony of George Willett.)

Q. Did you ever hear from the employer regarding him?

A. The employer was not satisfied with the man.

Q. And was he sent back to you?

A. He was laid off.

Q. How many days did he work?

A. I don't know. He told me that he worked there a week, [85] and I was told that he only worked there half a day, but it was a very short time anyhow.

Q. Do you know if Mr. Fromong was a member of your Local at the time that he was hired in September of 1948? A. No, he was not.

Q. Is he a member now? A. Yes.

Q. Did you take part in the grievance procedure that arose after Mr. Cool was denied employment?

A. Yes, I did.

Q. Can you tell us briefly just what you know about it, and what part you took in it?

A. The part I took in it was that the committee met—the committee called for a meeting with Mr. Hedrick, and we met up in his office, and there we took the position that Cool was a competent man and that he should be hired on that job. And Mr. Hedrick took the position that he was incompetent, and so on, and he would not hire him. So then we immediately—not immediately, but some time later called a meeting of the higher officials.

Q. What higher officials took part in that meeting?

A. At that time there was Mr. Kerry, the su-

(Testimony of George Willett.)

perintendent, and Mr. Sullivan, their labor relations man.

Q. And who represented the Union?

A. The Union was represented by Mr. Garrison, our District [86] Secretary, and myself as Business Agent of the Local, and the local committee—I mean the job committee.

Q. And what was the result of that meeting?

A. The result was that we went through the case again, and at that time we went into the competency of Mr. Cool a little more, and the foreman qualified his statement by stating that he thought that Cool was competent all right, but he would not do his work. And we took the position that he was entitled to the job, and the Company—Mr. Sullivan, that is, took the position that the Company would hire whoever they saw fit. And when we were not satisfied with the decision why he suggested that if we didn't like it we could file charges.

Q. And that was the end of Mr. Cool's grievance?

A. That is right. It was agreed at that time that all the procedure of the grievance machinery had been lived up to by both parties.

Q. Is that the procedure under your contract?

A. Yes, it is. [87]

\* \* \*

(Testimony of George Willett.)

Cross-Examination

By Mr. Babcock:

Q. Mr. Willett, I would like to ask you to explain for the record a little more the respective functions and duties of the committee—of the job committee and the job steward under your contract.

A. The job committee polices the contract and the working conditions on the job, and the job steward acts as the spokesman for the committee in policing the contract and the working conditions.

Q. Has it been the practice in the Leadbetter operation for the job steward to speak directly to the foreman on any particular matter that comes up which he observes, without the whole committee acting?

A. Yes, that happens.

\* \* \*

Q. (By Mr. Babcock): Was that the practice before Cool acted as job steward?

A. That is right.

\* \* \*

Q. Now, from your observation of Cool will you state what type of work on the boom he does, and is qualified to do? [88]

A. I would say that he is an all around rafter and undoubtedly—I do not know whether he has done any unloading. I understand that he is a boat operator, however, and does all around boom work.

(Testimony of George Willett.)

Q. When you say, "unloading," what do you mean by that?

A. Well, I mean the only part of the unloading that I don't know whether he can do or not is the actual running of the unloading machine itself. [89]

\* \* \*

Q. What is the situation on that operation with respect to the men being able to do most of the work or most of the jobs? I mean, are most of the men able to do various kinds of work or not?

A. Yes, they are.

Q. Have you observed the work of Mr. Fromong?

A. Yes, I have.

Q. And what kind of work has he done?

A. He is an unloader. He works on the hill hauling lines and knocking pins. He was not working on the machine.

Q. Has he done any work on the river?

A. I saw him down there on very rare occasions for a short time.

Q. Are you able to state whether he is qualified to do all around boom work?

A. In my opinion he is not.

Q. Now, when the matter of the Company's refusal to hire Mr. Cool was taken up with the Company, first with Mr. Hedrick, and later with Mr. Kerry and Mr. Sullivan, were they informed any time how the other men in the crew felt about the matter, or how they stood on the matter?

A. I think in the grievance that we took up

(Testimony of George Willett.)

with the management we stated that the crew was 100% behind Cool on that matter. [90]

\* \* \*

Q. Now, did I understand you to say that the practice was that when you men were needed for the boom, that the foreman would come to the Business Agent and ask him if he had any boom men available?

A. Yes, that is the general practice—yes.

Q. And that is what the foreman, Hedrick, did in this instance, isn't it?      A. Yes. [91]

\* \* \*

#### Redirect Examination

By Mr. Merrick:

Q. I believe you testified that under the RFC you worked under the master contract in the area?

A. No, the local agreement. The agreement in the Local Union covers I think about 15 operations in this area, and the contracts are all the same.

Q. Well, it was more or less an oral agreement to work under that particular contract?

A. Yes, that is true.

Q. Is that essentially the same contract which is General Counsel's Exhibit 2?

A. Yes. There are some minor changes in the grievance procedure and things that are not too important. [95]

\* \* \*

## ROBERT IRWIN COOL

called as a witness on behalf of the General Counsel, having been first duly sworn, was examined and testified as follows:

## Direct Examination

By Mr. Merrick:

Q. State your name.

A. Robert Irwin Cool.

Q. What is your address?

A. 1901 14th Street, Oregon City, Oregon.

Q. What is your occupation at the present time?

A. I am an organizer.

Q. An organizer? A. Yes, sir.

Q. By whom are you employed?

A. By the IWA-CIO.

Q. Is that a full time or a part time job?

A. It is a part time job.

Q. What area do you organize in?

A. I work anywhere from the Pacific Coast—anywhere on the Pacific Coast from British Columbia to the Oregon border—[96] to the Oregon-California border.

Q. How long have you been on that job?

A. About a year.

Q. In other words, since about October, 1948?

A. Yes, sir.

Q. By whom were you employed prior to that?

A. The Shaver Transportation Company.

Q. And what was your employment with Shaver?

A. Well, general boom work—knocking, rigging

(Testimony of Robert Irwin Cool.)

and general boom work—knocking dog lines. That is still rigging.

Q. How long were you with Shaver?

A. About six months.

Q. And prior to that what did you do?

A. Well, I was in business for myself as a cleaner.

Q. How long were you in business as a cleaner?

A. Well, from about the first of January of 1948 until April.

Q. And prior to that where were you employed?

A. The Leadbetter Logging Company.

Q. How long were you with Leadbetter Logging Company? A. About 12 or 13 months.

Q. What was your occupation with Leadbetter on that occasion? A. A boom man and rafter.

Q. Have you ever been employed on the Oswego boom prior to that? A. Yes, I have. [97]

Q. You heard Mr. Hedrick testify that you had worked in 1940 at the Oswego boom, is that correct?

A. Well, about 1941 I think is when I went to work there.

Q. At that time Mr. Hedrick was the head rafter, was he? A. That is right.

Q. How long did you work at the Oswego boom on that occasion?

A. Until after the war broke out.

Q. Was the Scott Rafting Company running the boom at that time?

A. Well, Mr. Scott at that time was the head of

(Testimony of Robert Irwin Cool.)

it. I think that the RFC actually had it, but I believe that Scott was in the position that Mr. Kerry is in now. But I am not sure of that fact. I think it was RFC.

Q. And were you working for Shaver while you lived in Oregon City? A. Yes, sir.

Q. How far is Shaver's place located from Oregon City?

A. From my place to the Shaver Transportation Company is between 16 and 18 miles.

Q. And how far is the Oswego dump of the Leadbetter Company from your home?

A. Six miles.

Q. How did you travel to these places?

A. By automobile.

Q. In your own car? [98] A. Yes sir.

Q. Now, how long have you been working as a boom man? How long have you worked in the industry? A. Practically 18 years.

Q. 18 years as boom man?

A. That is right.

Q. Outside of that 18 years did you ever work in the logging industry itself? A. Yes, sir.

Q. What type of work have you done in the logging industry?

A. Well, I have worked in the woods, and I also have worked on river drives and stuff like that.

Q. Are you thoroughly familiar with all the jobs around a dump? A. A logging dump?

Q. Around the logging dump, yes.

(Testimony of Robert Irwin Cool.)

A. Yes, I am.

Q. Around a boom? A. Yes, I am.

Q. What jobs have you had around the boom?

A. I have done everything excepting the unloading. That is, not running a donkey.

\* \* \*

Q. Have you ever run a boat? [99]

A. Yes.

Q. Have you ever been employed as a head rafter? A. Yes.

Q. Now, when you worked at the Oswego dump back around 1940 or 1941 under Mr. Hedrick, what were your relations with Mr. Hedrick?

A. Very good.

Q. At that time was any criticism made of your work? A. Not that I know of.

Q. Well, did he ever criticize you on your work?

A. No.

Q. When you came back to Leadbetter in December, 1946, how did you happen to get on at that time?

A. I believe I talked to Mr. Kerry on the unloading dump up on top of the hill about a job, and we got to talking, and I do not know how it came around, and he said if I knew "Pan" Hedrick when he found out that I had worked on the job before.

\* \* \*

Q. You mean Mr. Roy Hedrick who has been a witness here? A. Yes.

Q. And he is sometimes called "Pan" Hedrick?

(Testimony of Robert Irwin Cool.)

A. Yes sir. He asked me, "Do you know 'Pan' Hedrick?" And I said, "Yes, I do," and I said, "In fact, I happened to have worked with 'Pan' Hedrick." And he went down on the boom and talked with "Pan" Hedrick, and came up and said, "Can you [100] go to work at noon?" And I said, "Well, yes, I can. I haven't got my shoes with me, but I can go home and get them," and I did, and that is what I done.

\* \* \*

Q. Do you recall when you got the job of job steward?

A. About three months after I was there.

Q. That would probably be about February of 1947? A. That is right.

Q. And how did you get that job?

A. By election of the boom men on that job.

Q. They elected you to the job as job steward?

A. That is right.

Q. Who else was with you on the grievance committee at that time?

A. Ernie and "Bud" Salsbury.

Q. What was the nature of their jobs on the boom? A. Rafting and unloading.

Q. When they picked a grievance committee did they usually try to pick the men from various job categories or pick them from one section, or how?

A. Well, not necessarily. We just figured that these two men [101] were good men to pick, and that is why we picked them.

Q. Just in general what are your duties as a job steward on the boom?

(Testimony of Robert Irwin Cool.)

A. Well, I represent their Union. If any matters come up, the crew come to me and suggest that this thing is not going right; or that thing is not going right, and that they think that we should take it up, and then I take my committee and talk things over, and we go before the foreman and present our case to him.

Q. And that would be Mr. Hedrick?

A. Yes, sir.

Q. And when you presented a grievance to Mr. Hedrick did you always have a member of the committee with you? A. Yes, sir.

\* \* \*

Q. Why would you have a man with you?

A. Always for a witness.

Q. How often did you take a grievance up to Mr. Hedrick?

A. I cannot tell you that, but it ran quite numerous.

Q. Well, just how many times a week would you have grievances with Hedrick?

A. Oh, I would say anywhere from two to four times a week—for a period. [102]

Q. For what period?

A. Of six months.

Q. After that did they slack off?

A. Yes, they did.

Q. Now, were you always the spokesman that took these grievances up with Hedrick?

A. Yes, sir.

(Testimony of Robert Irwin Cool.)

Trial Examiner Plost: Would you put the time of this six months period in the record, please?

Q. (By Mr. Merrick): That six months period would then be commencing in February of 1947?

\* \* \*

A. I would say that is approximately when it was.

Q. That is when you first became job steward?

A. That is right.

Q. Generally what were the nature of these grievances that you would take up with Mr. Hedrick?

A. Well, the first of them were his pike pole pushing. That was the most of it. More than anything else was his pushing the pike pole.

Q. How would you present a grievance on pushing the pike pole to Mr. Hedrick?

A. Well, I would go up and I would simply tell him that I thought that he was violating the contract. Sometimes I would [103] not go that far; I just would walk up the boom and he would see me coming, and he would lay the pole down and go up the hill.

Q. Was that a violation of the contract?

A. That is right.

Q. What other beefs did you have with "Pan"?

A. Well, there was a beef over this skid that he has referred to. , (

Q. What were the circumstances surrounding that grievance? Can you tell us in your own words, and when it occurred, and what happened?

(Testimony of Robert Irwin Cool.)

A. I cannot recall the exact date when it occurred, but it was around about 10 o'clock in the morning, and I had been told that we were going to put in skids that morning, and I went over and talked to one of my grievance committee men, and I told him that they were going to put in skids up here, and he says, "I do not think that we should put in any skids. What do you think about it?" And I said, "That is right." I said, "We have unloaded enough logs this morning. We have got enough work here, and, besides, there are some more loads coming this afternoon." So I went over the hill to see Mr. Hedrick, and I took this committee man with me.

Q. Who was it that you took?

A. Ernie Brazeau.

Q. And what happened over the hill? [104]

A. When we got over the hill why Mr. Hedrick was standing on the brow log and I believe Ed Maher was standing on the brow log also, and he came down on the road and met me.

Q. Who came down and met you?

A. Mr. Hedrick did.

Q. Mr. Hedrick came down?

A. Yes, and he says, "Now, Bob," he says, "if you are going to come up here and tell me that I cannot put in any skids," he says, "you are all wrong."

Now I was quite dumfounded when he approached me on the situation. Actually that is what I was coming up there for—I will admit that that

(Testimony of Robert Irwin Cool.)

was what I was coming up there for, but he beat me to the punch. And I says, "I believe, Mr. Hedrick, we have unloaded enough loads this morning, especially when we have some loads coming in this afternoon—quite a number of loads coming in this afternoon, and we have a lot of work out here to be done on the boom," which we had four rafts hanging on the outside and one in the raceway, which made five rafts hanging there, and they all had logs to be rafted. Then this discussion came up between Mr. Hedrick and myself and Ernie Brazeau.

Q. Were you the spokesman of the committee on that occasion?

A. Yes, that is right, I was.

Q. And what was the result of that discussion?

A. He then went in to call up—he said, "I will go in and [105] call up the Company about this situation," and he said, "just leave the skid hanging there." And I said, "Well, I believe you are violating the State Safety Code by letting it hanging there and I believe it should be put down." And he said, "Let it hang there. That is good enough for my money." And that is what happened. And then he came in and he said, "Let it set there."

Q. And that work was not done?

A. The skid was not put in.

Q. What is that, maintenance work or production work?

A. That is maintenance work. After I pointed

(Testimony of Robert Irwin Cool.)

out to Mr. Hedrick that tomorrow, which would be Tuesday—this was on a Monday—I said, “Tuesday would be a slack day, and that would be a good time to put it in.”

Q. What had been your policy before that?

A. Tuesday was a slack day, and that was when we used to do all our maintenance work.

Q. Had there been any rule as to whether or not you would do maintenance work on a day when you had a great deal of production work?

A. Yes. We had an understanding that if we unloaded a certain amount of logs there would be no bull cooking.

Q. What is, “bull cooking”?

A. Maintenance work.

Q. Are you referring to the rule or agreement that Hedrick [106] testified about?

A. I am referring to this, that before we had had this actual agreement on the skid we had had an understanding with Mr. Hedrick that any time there were fifty loads or more, there would be no bull cooking.

Q. And on a day that you put in more than fifty loads, when the men finished putting in the loads what did they do—I mean, say you put in sixty-five loads. Is that the end of your work day then?

A. Not necessarily. We gave him an allowance. If we knew that was all that was coming in, we would do some bull cooking. We went up as high as seventy loads after we had a personal grievance.

(Testimony of Robert Irwin Cool.)

Trial Examiner Plost: When you speak of loads, do you mean carloads of logs?

The Witness: Yes sir.

Trial Examiner Plost: And when you speak of a skid do you mean the skid that goes from the car down to the river, or what?

A. The skid lays there on this dump. It is a dump made of skids. There is a brow log up here (indicating) and there is a brow log down here (indicating), and there is a skid on top of those brow logs. And then the logs are put on that skid, strapped down, and they are rolled down over the skids.

Trial Examiner Plost: They are rolled down over the skids?

The Witness: Yes, into the river. [107]

\* \* \*

Q. (By Mr. Merrick): Now, on this day when this grievance took place, what did the men do—after they put in these 21 loads, or whatever it was, what did they do while waiting for the other loads to arrive?

A. He said that there were 21 loads. I said that there were 40 loads.

Q. Well, whatever it was, what was done in the interim period?

A. We worked to almost noon, and then about 2 o'clock the loads came in.

Q. Then you knocked off from noon to 2 o'clock, is that right? A. That is right.

Q. Is that the procedure that was always followed? A. Yes, sir.

(Testimony of Robert Irwin Cool.)

Q. And has that been followed since then to your knowledge?

A. To my knowledge it has.

Q. Then that was the custom?

A. Yes, sir.

Q. And that was the custom throughout the industry?      A. Yes, sir. [108]

\* \* \*

Trial Examiner Plost: Well, is it the custom that you took your noon hour from 12 to 2, or is it the custom that you knock off and do not work after you have got a certain amount of work done?

The Witness: That is right.

Trial Examiner Plost: What is it?

The Witness: When the work is through, unloading logs, you are done.

Trial Examiner Plost: Until the next load comes in?

The Witness: Until the next day in most cases.

Trial Examiner Plost: Then you go home?

The Witness: Yes sir.

\* \* \*

Q. Now, on this day in question you had a load of logs coming in at 2 o'clock?

A. Yes sir. [109]

Q. Do you know how many loads were supposed to come in that day?

A. Well, I said 40 loads.

Q. I mean, how many were going to come in at 2 o'clock?

(Testimony of Robert Irwin Cool.)

A. Well, Mr. Hedrick said that there were 50, but I thought there were 30.

Q. But anyway after those loads of logs arrived, no matter how many they were, and you put them in, then what did the men do?

A. We rafted them up.

\* \* \*

Q. Did you have any grievances over seniority?

A. Yes, sir.

Q. What did you have on that?

A. That was over a man by the name of Olson and a man by the [110] name of Buehl Patterson. It was over Buehl Patterson and Olson. And the way I understand it now, he hired Olson the day before he hired Buehl Patterson, but Buehl Patterson went to work a day before Olson did. So the crew came to me and says to me, "How about this here? Buehl Patterson was hired a day after Olson was hired, but still Buehl Patterson went to work the day before? Who has got the seniority?" "Well," I says, "speaking as a representative of the Union I would say that Buehl Patterson had one day more seniority," and the crew said, "That is what we think."

Q. Now, Patterson was hired after Olson, but he went on the job——

A. (Interposing): A day before. And the crew says to me, "That is what we figure, but we understand that Mr. Hedrick is going to object to that."

Q. Well, did you take that up with Mr. Hedrick?

(Testimony of Robert Irwin Cool.)

A. Yes, we did.

Q. And what was the conversation with him?

Q. Well, the committee and myself went up to Mr. Hedrick and we discussed the thing, and we had quite an argument over it, and finally Mr. Hedrick said, "Well, we will see when the time comes who has got the seniority," and that is all that was said.

Q. In other words, when the layoff came it would be settled?

A. That is what I thought anyway.

Q. Was that a heated discussion? [111]

A. Quite a heated discussion, yes.

\* \* \*

Q. Do you recall any other particular grievance that sticks out in your mind? A. No.

Q. Now, you heard Mr. Hedrick testify, did you not? A. Yes.

Q. You were here during Mr. Hedrick's testimony? A. That is right.

Q. Do you recall the incidents which Mr. Hedrick referred to when you left the job to go and see George Willett about some Union business—do you recall that incident? A. Yes.

Q. Can you tell us the circumstances surrounding that leaving the job by you?

A. Well, I remember leaving the job, all right. I don't know as I did say anything—I do not know as I did ask Mr. Hedrick about leaving the job.

Q. You say that you did ask him?

(Testimony of Robert Irwin Cool.)

A. I don't know as I did ask Mr. Hedrick about leaving the job. I won't say as to that, but as far as the rafting of the logs were concerned, they were all rafted, and I went up to see Mr. Willett, and I went up to see Mr. Willett, and I was gone for approximately an hour, or an hour and fifteen minutes, or somewhere along in there. I don't know how long I was gone, but I do remember when I came back that Mr. Hedrick jumped onto me about leaving this job and [112] things like that. I had also, after I got back to the job—I had found out that he had half of the crew down there moving a boathouse.

\* \* \*

Q. Was it the Leadbetter Logging Company's boathouse?

A. No. It was off the job completely. And I says to him, "Being that you are laying the stick on me, I believe you are stepping out of line when you take these men off the job and put them on another job to move a boathouse, when they are not under state insurance in that case," because they were not covered by state insurance when they were doing this other job, and I think he was violating the law right there, and I merely pointed out to him that he was stepping over the traces by doing that.

Trial Examiner Plost: Before you go any further, can you tell me when this hapepned?

The Witness: No, I cannot. [113]

\* \* \*

(Testimony of Robert Irwin Cool.)

Q. (By Mr. Merrick): During the time that you were employed on this last occasion did Mr. Hedrick have occasion to criticize your work?

A. Only once, I believe.

Q. Was that the occasion that he referred to in his testimony today? A. That is right.

Q. Just tell us what happened on that occasion.

A. Well, we were rafting logs in fast water, and we were brailing logs down there. And there were two logs coming down the river at the same time. One was ahead of the other. And I was making a spread, and there was another man alongside of me, but I do not remember who that was that was alongside of me that was making this spread, and there were two or three logs in behind me, and this back log was coming down and I was going to kick these other logs over with my feet, or with one foot, rather, to let this one log come in. Still I was holding the spread for this other log and he said, "Make a spread there, Bob, to let that log come in there." Well, I didn't say anything because I had my own mind made up what I was still going to do. I was still holding the spread open to let this [115] one log come in, because it was ahead of this other log, and I had in my mind to let the other one come in later, which I was going to spread over with my feet later on, and I didn't make any attempt to let go of my hold.

Q. If you had let go of your hold what would have happened?

A. If I had let go of my hold that one log would

(Testimony of Robert Irwin Cool.)  
come in there, and it would have gone in cross-ways, and it was ahead of the other log that would be spread with my foot. You might wonder how I would spread with my feet when I was already standing on a log, but it is a surprising thing what you can do with your feet. But, nevertheless, he said, "Open that hole up there to let that log in there."

Trial Examiner Plost: Who said that to you?

The Witness: Hedrick said that to me, and I let all holds go.

Trial Examiner Plost: You were working in fast waters?

The Witness: Yes sir.

Trial Examiner Plost: Then you let all holds go? [116]

\* \* \*

Q. (By Mr. Merrick): Was there any discussion with other members of the crew over this incident?

A. Yes. He asked Ed Maher at that time, who was job steward, who was right on this situation, and Ed Maher told him that there was no question in his mind but that I was right.

Q. Was there anything further done about it?

A. No. He went up and talked to George Willett, and I don't know what was said between him and George Willett. [117]

Q. But nothing was done about it to your knowledge? A. No.

Trial Examiner Plost: But he never talked to you about it?

(Testimony of Robert Irwin Cool.)

The Witness: That is right.

\* \* \*

Trial Examiner Plost: I say as far as you were concerned, did anyone from the Company talk to you?

The Witness: No.

Trial Examiner Plost: As far as you were concerned it was a closed and ended incident?

The Witness: That is right.

Q. (By Mr. Merrick): Is that the only time that you were criticized?

A. As far as I know, yes.

Q. And all the other run-ins that you had with Hedrick arose through grievances?

A. Yes, sir.

Q. And you were spokesman? A. Yes, sir.

Q. And you were always the spokesman?

A. Yes, sir.

Q. Now, Mr. Cool, did Mr. Willett ever have occasion to praise your work?

A. I never heard him praise it. [118]

Q. Did he ever offer you better jobs, or advancement, or increases in pay?

A. Yes, he offered me a better job.

Q. What job did he offer you?

A. One time he offered me a boat job.

Q. How much does that pay more than a boom man's job? A. A dollar a day more.

Q. When did he offer you the job as boatman?

A. About three months before I left the in-

(Testimony of Robert Irwin Cool.)

dustry—before I left up there—three or four months.

Q. Three or four months before you left, you say? A. Yes, sir.

Q. What other jobs did he offer you?

A. Well, he didn't actually offer me it, but he did talk about making me a head rafter.

Q. When did that occur?

A. About six months before I left the industry.

Q. That would be six months before December, 1947? A. Yes, sir. [119]

Trial Examiner Plost: Was this after you had this log jam that we were talking about a while ago?

The Witness: Yes, sir.

Trial Examiner Plost: Afterwards?

The Witness: Yes, sir.

Trial Examiner Plost: All right.

Q. (By Mr. Merrick): Why didn't you seek the job of head rafter?

A. I beg your pardon?

Q. Why didn't you seek the job of head rafter?

A. Well, because I figured that there were other men older than I was there that were entitled to it.

Q. From the standpoint of seniority?

A. That is right. And the same way with the boat job.

Q. And you say you left in December, 1947?

A. Yes, sir.

Q. What were the circumstances under which you left? [120]

(Testimony of Robert Irwin Cool.)

A. I quit to go into business for myself.

Q. During the time that you worked on the boom what were your personal relations with Mr. Hedrick?

\* \* \*

A. Just as an ordinary outside individual would be, we were friendly.

Q. Then the only trouble seemed to arise over this job steward's job? A. That is right.

Q. How long were you in the cleaning business —you say four months?

A. Oh, three or four months.

Q. And then what happened after you got out of the cleaning business?

A. Then I applied for a job to Mr. Hedrick.

Q. How did you make that application?

A. By phone call.

Q. When did that application take place?

A. In June.

Q. In June of 1948? [121] A. Yes, sir.

Q. What was the conversation over the phone with Mr. Hedrick?

A. I just merely asked him if he had any work available and he said, "Not right now, Bob, I haven't, because," he says, "the high water is on and everything is down." And I admitted that that was right. And I asked him—I says, "If anything arises, give me a phone call," and I gave him my phone number and he said that if anything came up he would give me a call.

Q. And that was the end of the conversation?

A. Yes, sir.

(Testimony of Robert Irwin Cool.)

Q. After that, in September, did you have occasion to talk to Mr. Willett about a job?

A. Yes, sir.

Q. What were the circumstances concerning that conversation?

A. He told me that there was a job available at the Leadbetter Logging Company, and I told him that I was available for it.

Q. And you had reference to your application that you had made before?

A. Yes sir.

Q. At that time were you working?

A. Yes, at the Shaver Transportation Company.

Q. Was there any particular reason why you wanted to work at Leadbetter?

A. Yes there was, because it was much shorter to my home. I only had six miles to drive, whereas I had between 16 and 18 to drive [122] down to Shaver's.

Q. Did you have a temporary or full time job at Shaver's? A. A temporary job, yes.

Q. Are you still willing and available to work?

A. Yes, sir.

Q. Now, generally, what were your relations with the rest of the boys? How did you get along with the rest of the boys?

A. Very fine as far as I am concerned.

Q. Did you hear Mr. Hedrick testify about a Mr. Herlihy? A. Yes, sir.

Q. Do you know why Mr. Herlihy quit?

A. No.

(Testimony of Robert Irwin Cool.)

Q. How had you gotten along with Mr. Herlihy?

A. Very fine.

Q. Where did he work on the boom? What was his job? A. He was a rafter.

Q. Did he work with you? A. Yes, sir.

Q. At that time did Mr. Hedrick make any protest as to the manner in which you were handling grievances? A. Not as I know of.

Q. Do you know if he made any protest to anyone? A. Not as I know of.

Q. Do you know if the position of boom man is considered hazardous in the industry? [123]

A. I would say so.

Q. What are the hazards connected with that particular type of work?

A. Well, the hazards, especially in swift water, anybody can fall off a log and go into the river and be sucked underneath the raft. Or anybody might get a load dropped on him from the unloading crew. [124]

\* \* \*

Mr. Tremaine: In view of the Examiner's previous statement I would like the record to show that the Company is not making any contention that Mr. Cool was incompetent in the performance of his own functions as a boom man. [125]

\* \* \*

#### Cross-Examination

By Mr. Babcock:

Q. There is one thing I want to ask you, Mr. Cool, which I am not sure was cleared up before.

(Testimony of Robert Irwin Cool.)

In [126] connection with this dispute about the seniority of these two men, it was a case where one was hired first and the other was put to work first, is that right? A. Yes.

Q. Were those men both Union men?

A. No. Mr. Olson was not.

Q. And which one was it that Mr. Hedrick wanted to give the greater seniority to?

A. Mr. Olson. [127]

\* \* \*

#### Cross-Examination

By Mr. Tremaine:

Q. Mr. Cool, did you ever have occasion to take a grievance past the stage of conference with Mr. Hedrick? A. No sir.

Q. Apparently then you were satisfied with the way that your conference came out on the seniority matter of Buehl Patterson and Olson?

A. Yes, sir.

Q. On this occasion when you left the boom and I believe you stated you were not sure whether you asked Mr. Hedrick or not that you could go, did you say that the logs were all rafted at the time that you left? A. Yes, sir.

Q. And I believe you said that when you came back you said something about having men off the job?

A. When he told me about my leaving the job and not saying anything to him, then is when I told him that he was stepping out of line by taking these men off this job to move this boathouse.

(Testimony of Robert Irwin Cool.)

Q. And it is a fact then that Mr. Hedrick offered these men work on the boathouse when there was no work to be done on the boom?

A. Apparently he did. I wasn't there when he did it, but my [133] assumption was that he was stepping out of line, because when he took the men off the job they were not on state insurance; and if any man got hurt on this moving the boathouse job, the state was not liable for their injuries.

Q. That was your opinion?

A. That was the Court's opinion.

Q. Do you know whether Mr. Hedrick ordered the men to do that work, or whether he offered it to them to do this job?

A. That is what he said here, that he offered it to them and that he agreed to pay them \$5 apiece for doing the work, but he has never paid them that yet.

Q. Who were those men that you say were not paid that \$5 each? [134]

\* \* \*

A. Bill Salsbury.

Q. Was there anybody else that was engaged on that job of moving the boathouse besides him?

A. Well, I don't know. There was half of the crew gone when I came down. There was half of them gone when they claimed that he was moving this boathouse.

Q. So you do not know whether half of the crew or not was involved in moving this boathouse, do you?

(Testimony of Robert Irwin Cool.)

A. According to what they told me when I came down on the job, half of them were away moving the boathouse.

\* \* \*

### ED MAHER

called as a witness on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

#### Direct Examination

By Mr. Merrick:

Q. What is your name?

A. Ed Maher. [135]

Q. And what is your address?

A. Oswego, Oregon, General Delivery.

Q. And what is your occupation?

A. Boom man.

Q. Where are you employed?

A. At the Leadbetter Lumber Company at the present time.

\* \* \*

Q. (By Mr. Merrick): How long have you been employed by Leadbetter, Ed?

A. Between two and three years, since they took over.

Q. In other words, you have been with them ever since they took over? A. Yes, sir.

Q. Did you work at that boom prior to taking it over?

A. I went to work there in 1941, in July.

Q. And you have been there ever since?

A. Yes, sir.

(Testimony of Ed Maher.)

Q. And during that time what jobs have you held there?

A. Well, I done the unloading, pulling lines, and rafting; and I have worked in the pocket, and done all work which is connected with general boom work. [136]

\* \* \*

Q. Prior to working there did you ever work as a boom man?      A. Oh, yes.

Q. How long have you been a boom man?

A. Oh, I have worked on the booms on and off and in the woods for the last 40 years or better.

Q. And now, did you work with Bob Cool at Leadbetter?      A. Yes, sir.

Q. Did you have an opportunity to observe him as a workman?

A. I worked with him on a raft practically all the time.

Q. How did you find him as a workman?

A. He was a good, experienced boom man.

Q. He knew his job, did he?      A. Yes.

Q. How did he do his work?

A. He done his work in first class shape.

Q. While you were there did you hear any complaints as to his ability or as to the way in which he did his work?

A. Absolutely not, not from any man on that job.

Q. How did he get along with the crew?

A. He got along with the crew in his job as a very reasonable man. He was a very reasonable man

(Testimony of Ed Maher.)

to get along with; a very militant man. [137]

\* \* \*

Q. How was he as job steward. Was he a militant man?

A. He was a very militant man as job steward, and he would give it and take it.

Q. Did you ever hear any complaint as to how he handled his job as job steward?

A. The only complaint that I heard when he handled the job as job steward was from Hedrick —when he first handled the job as job steward.

Q. And what did Hedrick say in regard to that?

A. He said that the job would get along better without a job steward, and so would the Union, and the job would get along better if it was not a Union job.

Trial Examiner Plost: Now, when was this?

The Witness: That was around any time from about 1944 up until the last year.

Trial Examiner Plost: You mean that he said it more than once?

The Witness: Yes, more than once. [138]

\* \* \*

Trial Examiner Plost: That is a matter of between four and five years. Would you say that it was at least four or five times in those four or five years?

The Witness: A couple of dozen times.

Trial Examiner Plost: A couple of dozen times?

The Witness: Yes, sir.

Trial Examiner Plost: Within that period?

The Witness: Yes, sir.

(Testimony of Ed Maher.)

Q. (By Mr. Merrick): Were you a job steward on this operation? A. Yes.

Q. When were you job steward?

A. I was job steward, I guess, from about 1943 until 1946, when I think Bob took over as job steward.

Q. You were job steward until the time that Bob Cool took over? A. Yes, sir.

Q. Are you job steward now?

A. Yes, sir.

Q. When did you take over the job of job steward again?

A. A year ago in September.

Q. How did you get along with Mr. Hedrick when you were job steward?

A. Well, there were different disagreements. It was continual—a continual thing, anywhere from two to three times a day sometimes, especially on the pike pole which he used, [139] and he would use very vulgar language when you would tell him to lay it down.

Q. How often would you have an argument with him over the pike pole?

A. It would run a couple of times a day sometimes, and then it would run on for a day or two when we would not have any argument on it, and then there would be a couple of times during a day, or two or three times a day when we would have an argument on it.

Q. Were you familiar with the grievances that they had when Bob Cool was job steward?

(Testimony of Ed Maher.)

A. Yes, I was.

Q. Were there more grievances then, when Cool took the job of job steward, or less?

A. I would say that when Cool took the job of job steward it cooled down considerably. There was not as many of them. Bob didn't have near as many run-ins as I did.

Q. How is it now?

A. Now it is running along pretty peaceably.

Q. Now, regarding the grievances that Mr. Cool processed, was the proper grievance procedure followed throughout? A. Absolutely, yes.

Q. Generally how did he handle grievances, do you know?

A. He handled the grievances with the committee or somebody out of the crew. [104]

Q. And how did you handle them when you were the job steward?

A. I handled them either with the committee or some one of the crew. It would be either the business agent, or whoever it happened to be.

\* \* \*

Q. You were present during Mr. Cool's testimony, weren't you? A. I was.

Q. Did you hear his testimony regarding the argument that he had with Hedrick over the placing of the log in the boom?

A. I did, yes.

Q. What did Mr. Hedrick say to you on that occasion?

(Testimony of Ed Maher.)

A. Well, when the argument was over in regard to the log Hedrick says to me, "Ed," he says, "Who is right and who is wrong?" And I said, "What do you mean?" And he says, "I mean over putting that log in." And I said, "God damn you, 'Pan,' you know who is right. Cool was absolutely right. There was no way for a mistake." And so then he shut up and walked off.

Q. And that was the end of it?

A. That was the end of it as far as I was concerned.

Q. Did you hear the testimony in regard to the oral agreement on maintenance work and production work—regarding the number of loads that would be handled without any maintenance work being done? [141]      A. Yes.

Q. Will you state how many loads you were supposed to put in in a case like that?

A. There was supposed to be around 50 loads, and there would be no more of this bull cooking and working on skids and things like that.

Q. That is, if you put in 50 loads then you would not have to do maintenance work?

A. Yes, sir. That was the size of it.

Q. Is that the procedure that is followed today?

A. Well, yes, to a certain extent.

Q. Was it in effect prior to this grievance that Mr. Cool had with Mr. Hedrick over this skid?

A. Yes.

Q. How long had it been in effect?

(Testimony of Ed Maher.)

A. It had been in effect for a year or two. It was past practice for quite a while.

Q. Were you a member of the grievance committee that took Cool's trouble up with management? A. Yes.

Q. Was Mr. Hedrick present at any of those meetings that you sat in on?

A. Yes, he was.

Q. Did he give any reasons why he would not hire Mr. Cool?

A. Well, at the first time he said that he was an incompetent [142] man and he was not responsible for his work. That was about the most expression that he made on it.

Q. And what happened next?

A. At the next meeting he appeared to be changed then and he was different.

Q. What did he say?

A. Well, he said that he was a competent man, and he knew that he was an experienced man.

\* \* \*

Q. (Interposing): Mr. Maher, are you familiar with the man who was hired for this job, Mr. Fronong?

A. I never met the man, only on one occasion, and that was on that picnic, until he went to work. I met him through some friends at the picnic.

Q. Have you had any opportunity to observe him at the boom or on the operation?

A. Yes. He worked on the hill and he was down on the raft half a dozen times, maybe.

(Testimony of Ed Maher.)

Q. Generally what type of work does he do out there? A. The most that he done was unloading.

Q. Would that account for most of his work, unloading?

A. Well, yes. That was the biggest part of it. Of course [143] once in a while he was sent down on the boom.

Q. Have you heard any comments by Mr. Kerry or by Mr. Hedrick as to the ability or experience of Mr. Fromong?

A. Well, at the time of the last run we had, Mr. Kerry himself admitted that he was an inexperienced man for the boom, but he was used on the hill.

Q. When did that take place?

A. A week ago last Friday.

Q. A week ago last Friday? A. Yes, sir.

Q. That would be October 7th?

A. Yes. Wasn't that when the layoff was?

Q. I guess so. What fixes this event in your mind?

A. Well, it was because the layoff came on Friday, that they were laying the crew off and they cut the men down from 12 to 7. And he was one of the men laid off. [144]

\* \* \*

#### Cross-Examination

By Mr. Babcock:

Q. Mr. Maher, did you meet with the Company

(Testimony of Ed Maher.)

about the Company's refusal to hire a crew on two occasions or just one?

A. You mean on the committee?

Q. Yes.

A. I was at all three meetings; one with the foreman, and then with the superintendent, and then with the job committee with the Company.

Q. What is the superintendent's name?

A. Mr. Kerry.

Q. And when you say the job committee with the Company, you mean Mr. Sullivan?

A. Mr. Sullivan, yes.

Q. And whom else?

A. There was Sullivan, Kerry and "Pan."

Q. And now, you stated at the first meeting he said that Cool was incompetent, is that correct?

A. That is correct.

Q. Now, what reason, if any did he give at the subsequent [145] meetings for not hiring Cool?

A. Well, he didn't come right out and give any exact reason, only that he said that either he or Bob —well, that the two of them could not stay on the same job.

\* \* \*

#### Cross-Examination

By Mr. Tremaine:

Q. You said that you were job steward on this job between 1943 and 1946? A. Yes, sir.

Q. And you said that all during this time Mr. Hedrick kept making remarks about the Union,

(Testimony of Ed Maher.)

and that the job would be better without the Union?      A. That is correct.

Q. And that started at the very time that you first became job steward?

A. Not from the time that I was first job steward.

Q. When did that start?

A. That started in 1944, when he got to be foreman.

\* \* \*

Q. Did you ever have any occasion, Mr. Maher, to take a grievance up through the grievance procedure from Mr. Hedrick, or were you able to settle all your grievances with Mr. Hedrick [146] during this time?

A. No. On several occasions we had to take it on up to Mr. Kerry.

Q. And when was that?

A. The dates—I cannot give you the dates on it, but it was from 1944 until in 1946, when I resigned from the job of job steward. [147]

\* \* \*

#### Redirect Examination

By Mr. Merrick:

Q. Mr. Maher, you were working for Leadbetter in December, 1946, when Mr. Cool started to work there again, were you?      A. Yes, sir.

Q. Did you ever hear Mr. Hedrick make any remarks about Cool as a workman at that time?

A. The only thing was that the day that Bob was hired he came down on the boom and he says,

(Testimony of Ed Maher.)

"We have hired a new man"—he says—"One of the best men on the river," he says. [156] And he says, "Can you guess who it is?" And I said, "I have got a pretty good idea, because I just saw Bob up there." And he said, "That is who we have hired, one of the best boom men on the river."

Trial Examiner Plost: This was when—back in 1944?

The Witness: Back in 1946—along in there.

Trial Examiner Plost: 1946?

The Witness: Yes, sir.

Q. (By Mr. Merrick): That was when Cool started back to work?

A. With the Leadbetter Company—yes.

Q. I believe you testified yesterday on cross-examination that on certain occasions you do maintenance work when the daily production work is being done? A. Yes.

Q. And now, on what occasions would you do maintenance work? Such as removing the skid, when production work was going on?

A. That is when we have a small amount of loads in the morning, and then we work for a while in the afternoon on that.

Q. If you had a heavy work load that day, would any skids be changed? A. No.

Q. Would that be in accordance with the past practice that you have referred to?

A. It would. It would be in accordance with the past practice which we have worked under. [157]

WILLIAM J. SALSBERY

called as a witness on behalf of the General Counsel, having been first duly sworn, was examined and testified as follows:

Direct Examination

By Mr. Merrick:

Q. Will you state your name?

A. William J. Salsbery.

Q. Mr. Salsbery, what is your address?

A. Oak Grove, Box 352.

\* \* \*

Q. What is your occupation, Mr. Salsbery?

A. Boom man. [158]

\* \* \*

Q. Where are you employed?

A. At the Leadbetter Logging Company.

Q. You are employed at the boom at Oswego?

A. Yes, sir.

Q. How long have you been employed at that boom?      A. Twenty-two years.

\* \* \*

Q. In point of seniority are you the oldest employee there?      A. Yes, sir.

Q. Now, what jobs have you held in the 22 years that you have been at the Oswego boom?

A. I have done all the jobs that there have been on it.

Q. Well, what jobs have you done? Have you held all of them?

A. I have held all of them now. I am a boat operator now.

\* \* \*

(Testimony of William J. Salsbery.)

Q. You were employed there when Bob Cool was working on the boom, were you?

A. Yes, sir.

Q. What was your job?

A. Head rafter. [159]

Q. What was the duty of the head rafter?

A. Just to give orders to the men on the rafts.

Q. Did you have Mr. Cool working under you?

A. Yes.

Q. Did you have an opportunity to observe him as a workman? A. Yes.

Q. How did you find him?

A. A good workman.

\* \* \*

Q. How did he get along with the other men?

A. Good.

Q. Did you ever have any complaints from the other men relative to his work? A. No, sir.

Q. Now, in your duties as head rafter were you with Mr. Cool most of the working day?

A. Yes, most of the working day.

Q. How often would the superintendent be down on the boom—referring to Mr. Hedrick—the foreman, rather? A. Once or twice a day.

Q. In other words, you would have a better opportunity to observe Mr. Cool than Mr. Hedrick would? A. Yes, sir.

Q. How did you get along with Mr. Cool personally? [160] A. All right.

Q. Are you familiar with any of the grievances that Mr. Cool processed? A. A few.

(Testimony of William J. Salsbery.)

Q. Generally what grievances did you notice that he took up with management?

A. About the pike pole.

Q. What do you mean by that?

A. He was working on the river, and he should not.

Q. Who was working on the river?

A. Mr. Hedrick.

\* \* \*

Q. If any complaints were made to you about Mr. Cool's work would they be made to you as head rafter? A. Yes, sir.

Q. Did you ever have any complaints as to Mr. Cool? [161]

\* \* \*

A. No, I did not.

Q. Any type of complaint? A. No. [162]

\* \* \*

Questions by Trial Examiner Plost

\* \* \*

Q. I want to direct your attention to the testimony of both of these witnesses relating to an incident in which Mr. Cool ordered Mr. Hedrick off a raft, at a time when Hedrick was helping to put the logs into the raft—he ordered Hedrick off the raft. Do you remember the testimony?

A. I remember that, yes.

\* \* \*

Q. But do you remember when it happened?

A. Yes.

Q. Can you tell me about when it happened?

(Testimony of William J. Salsbery.)

Can you tell me the date when it happened—I do not mean the exact date, but the time of the year?

A. It was in the swift water time. [164]

\* \* \*

Q. That would be in the fall?

A. In the winter.

Q. In the winter? A. Yes, sir.

Q. Would it be after November or in December?

A. That would be in November, or December, or January. Somewhere in there.

Q. It would be in November or December of 1947? A. Yes, sir. [165]

\* \* \*

### LeROY SAULSBURY

called as a witness on behalf of the General Counsel, having been first duly sworn, was examined and testified as follows:

#### Direct Examination

By Mr. Merrick:

Q. What is your name?

A. LeRoy Saulsbury.

Q. You are no relation to Bill Salsbery, are you? A. No, sir.

Q. What is your address, Mr. Saulsbury?

A. 506 Second Avenue, Oregon City, Oregon.

Q. What is your occupation?

A. Boom man.

Q. Where are you employed?

(Testimony of LeRoy Saulsbury.)

A. At the Leadbetter Logging & Lumber Company at Oswego.

Q. How long have you been employed at the Oswego boom?      A. About three years.

Q. What did you do prior to that?

A. I was in the Merchant Marine. [167]

\* \* \*

Q. What jobs have you held with Leadbetter?

A. I have unloaded logs on the hill, and I have worked on the rafts.

Q. What job are you engaged in now?

A. Rafting.

Q. Were you employed at Leadbetter while Mr. Cool was there?      A. Yes, I was.

Q. Did you have an opportunity to work with Mr. Cool?      A. Yes, I did.

Q. How did he get along with the other men?

A. He got along very fine with the other crew—with the other members of the crew.

Q. How did you get along with him?

A. Very good.

Q. Did you have an opportunity to observe him as a workman?      A. Yes, I did.

Q. How did you find him?

A. From my knowledge of working in the boom I thought that Bob Cool was a very good man.

Q. Did you ever hear any complaints from the crew about him?

A. Not from the crew members, no.

Q. Did you ever hear any complaints from Mr. Hedrick about him?      A. Yes, sir. [168]

(Testimony of LeRoy Saulsbury.)

Q. What were the complaints that you heard from Mr. Hedrick?

A. In his capacity of job steward especially when I was doing some work on the hill. One incident comes to mind. We were putting in a pipe up there that the bulldozer had broken. Mr. Hedrick asked me to go over and help him, and so I did. And he says, "I suppose Bob will come up here now and try to stop us from doing this work. If he does, he is going to get fired, if he does not watch out." And I said, "Well, I do not think that you will have to worry about that, because I do not think Bob is going to come up here and stop such work as this when it actually has to be done."

Q. When did that occur?

A. That occurred in 1947, I believe.

Q. What time of the year, do you recall?

A. I believe it was in the spring of the year. It was when they were putting in the new track there. I don't know just exactly what the date was on that. It was around 1947.

Q. Well, were you on the grievance committee?

A. Yes.

Q. With Mr. Cool? A. Yes, I was.

Q. Who else was on that committee?

A. Ernie Brazeau.

Q. Was Mr. Cool always the spokesman when he took up grievances with Mr. Hedrick? [169]

A. Yes, sir.

Q. Do you recall any of those grievances that he took up with him?

(Testimony of LeRoy Saulsbury.)

A. I recall when Bob and Ernie came upon the hill and told "Pan" to put the skid back down.

Q. I think we have got all of that. Did you take part in this grievance on seniority involving Buehl Patterson and Mr. Olson?

A. At that time I was working on the hill, and the grievance came up down on the river, and Mr. Hedrick went down to the bunk shack and discussed it, and he came up on the hill, and he had a brake rod with him, and he was discussing something about it, and he asked me something or other about it, and I don't know just what was said about it, and, as I say, he had his brake rod in his hand and he said, "Cock suckin', fuckin' Union," and he threw his brake rod down, like that (indicating).

Q. It was after the discussion about seniority, was it?

A. Yes, concerning Patterson and Olson.

Q. Are you on the committee now?

A. Yes.

Q. Generally how does that grievance committee work out?

A. Well, when a beef arises amongst the crew and management—one in which management usually always is involved—the committee and the job steward usually go up and talk to Mr. Hedrick, and one is always the spokesman. Most generally it [107] is the job steward. Of course sometimes someone else was appointed as a spokesman. And

(Testimony of LeRoy Saulsbury.)

if the beef is not threshed out through the foreman, then it is taken up with Mr. Kerry, and if it is not threshed out then, it is taken up with the job committee with Mr. Kerry and Mr. Sullivan.

Q. Are you handling the grievances the same way now as when Mr. Cool was job steward?

A. Yes, sir.

Q. And in the same way now as when Ed Maher was job steward, before Cool? A. Oh, yes.

Q. No difference? A. No difference, no.

Q. While you were on the grievance committee with Bob Cool, did you ever hear any complaint as to how grievances were being handled by any member of the crew?

A. No. No, I never heard anything like that.

Q. Well, if any were made would you have heard it, do you think?

A. I probably would have—being as I was one of the committee I suppose I would have heard it more than likely. [171]

\* \* \*

#### Cross-Examination

By Mr. Tremaine:

Q. Mr. Saulsbury, do I understand you to say that you always accompanied Cool when grievances were taken up with Mr. Hedrick? A. Yes.

Q. I think you said that at the time when Cool ordered "Pan" to drop the skid you were not on it?

A. No. I was on the hill. Mr. Brazeau and Mr. Cool, as they came up the hill to tell "Pan"

(Testimony of LeRoy Saulsbury.)

to get the skid back in, I was standing to the side where they were unloading the logs, or had been.

Q. Now, Mr. Saulsbury, getting back to this pipe occurrence, I think you said on direct examination that Mr. Cool never ordered work to be stopped when it was necessary work?

A. Cool didn't order it to be stopped. [172]

\* \* \*

### ROY T. HEDRICK

realled as a witness on behalf of the Respondent, having been previously sworn, was examined and testified as follows:

\* \* \*

### Direct Examination

By Mr. Tremaine:

Q. State your full name, please.

A. Roy T. Hedrick. [175]

Q. And your address?

A. 455 Ninth Street, Oswego, Oregon.

Q. What is your present position with the Company?

A. Foreman of the Leadbetter Logging Company at Oswego—at the boom at Oswego.

\* \* \*

Q. When did you join the Union, Mr. Hedrick?

A. In 1937.

Q. And how long were you in the Union?

A. Up until 1944.

Q. And when I say, "the Union," I mean the Union involved in this hearing. [176]

(Testimony of Roy T. Hedrick.)

A. That is right.

Q. The IWA? A. Yes, sir.

Q. And the same Local? A. That is right.

Q. What various positions have you held in that local Union, Mr. Hedrick?

A. I acted as shop steward on the job, or job steward, as they call it, and I was Secretary—Recording Secretary of the Union in 1943 and 1944—that is, part of 1943 up until I got my withdrawal in 1944.

Q. Did you partake in any other activities of the Union? A. I did.

Q. In what, for instance?

A. I was elected to go to one of their conventions at Vancouver, B. C., as a delegate.

Q. And other activities, Mr. Hedrick?

A. Yes. I was spokesman for the group at one time.

Q. When was that, about?

A. I believe it was when I was shop steward. I cannot say just when it was, but I know that I was elected spokesman for the group. [177]

\* \* \*

Q. And in this particular instance concerning Mr. Cool, did you go to Mr. Willett and ask for a man? A. I did.

Q. And what did he say?

A. He said that he had Mr. Cool available. And I asked him if he had a man available for work, and Mr. Cool was the only one that he pointed out to me that was available at that time.

(Testimony of Roy T. Hedrick.)

Q. And what did you do then?

A. I told him that I didn't want him [181]

\* \* \*

Trial Examiner Plost: At these times when you hired these eight non-Union men, had you first in each instance requested the Union to furnish you with a Union man?

The Witness: When these men were hired, men were very scarce. We could not get them. We had a standing order in with the Union for the men at that time when most of them were hired.

Trial Examiner Plost: But in each individual case did you first ask the Union specifically to give you a man?

The Witness: I think I did, yes—I think there was something said to them in each case.

Trial Examiner Plost: And in each case they told you that they did not have a man?

The Witness: That is right.

\* \* \*

Trial Examiner Plost: And that is the custom, is it, that you ordinarily follow?

The Witness: That is the custom that we follow. [185]

\* \* \*

Trial Examiner Plost: Fromong was hired as a boom man?

The Witness: That is right.

\* \* \*

Q. (By Mr. Tremaine): Has there ever been

(Testimony of Roy T. Hedrick.)

any occasion when he worked on the raft, Mr. Hedrick?

A. Yes, I think that he has been down there three or four times. When they were unloading, we usually finished unloading an hour or so ahead of the rafters, and I think that he has been down there and helped them out. [188]

\* \* \*

Q. Have you ever re-hired any men who had once quit working at the Oswego boom?

A. Yes, sir.

Q. Who were they?

A. Ernest Brazeau and Buehl Patterson.

Q. Mr. Brazeau, prior to the time that he had quit, had he been active on Union matters?

A. He was. He was a committee man.

Q. And was Buehl Patterson prior to the time that he quit active in Union matters?

\* \* \*

A. Yes, he was. [190]

\* \* \*

Q. (By Mr. Tremaine): Now, Mr. Hedrick, why did you refuse to hire Cool?

A. For overstepping—insubordination and overstepping his authority as a job steward.

Q. And now, when you say, "insubordination," what instance specifically are you referring to?

A. Well, for one thing a work stoppage.

Q. That was on the rollway?

A. That was on the rollway, and then we had another stoppage or two.

(Testimony of Roy T. Hedrick.)

Q. What was that stoppage or those stoppages?

A. One stoppage was for handling steel. In each one of these instances the men I asked to do this work were perfectly willing to come and do it. The men themselves that were asked to do it were perfectly willing to come and do it. And in this other instance, other than the rollway, we had some steel or railroad iron to move, and I had taken two men to move it, and at that time, and the only time that Cool was ever accompanied by a committee man, he was accompanied at that time by a committee man,—by one man.

Q. Will you tell us what that incident was?

A. I had two men working on that steel and Cool and this other man came up and started to saunter around—messing around—and I walked over to them and told them that I [192] expected them to do the work that was left down on the river to be done, and that these two men were going to pull up the steel and take care of it. And right away there was an argument started, and he says, "Well, if you are going to shoot off your big mouth, we just won't do it." So those two men still stayed there working, and this committeeman and Cool went back. And I sent the men back off the job. I told them not to shove their necks out so that they would have any trouble with the Local. And that work was stopped at that time.

\* \* \*

Q. (By Mr. Tremaine): About when was that, Mr. Hedrick, to [193] your best recollection?

(Testimony of Roy T. Hedrick.)

A. In July of 1947.

Trial Examiner Plost: And when did Cool quit.

The Witness: In December of 1947.

Trial Examiner Plost: About six months before he quit?

The Witness: That is right.

\* \* \*

Q. And now, going back to the incident of the rollway, will you briefly tell us about that?

A. Yes. We were working on the rollway and I asked one man—I think there was only one man that I took off the raft at that time, and I left eleven, I think, down there, and I asked this one man to come up and assist LeRoy Saulsbury, and I do not remember who the other man was, in taking out skids to get ready to start working our rollway.

\* \* \*

Q. (By Mr. Tremaine): Why was it necessary to take out the skid?

A. It needed repair, and at that time we were getting quite a few logs, and I had to do that work when I had time to do it. [194] We had been putting it off and putting it off, and there was no use putting it off and putting it off until the whole thing gave way and the whole rollway went to pieces.

Q. Did you consider that maintenance work?

A. I did.

\* \* \*

Q. (By Mr. Tremaine): About when was this to your best recollection?

(Testimony of Roy T. Hedrick.)

A. I think it was in June—I suppose along in May or June.

Trial Examiner Plost: Of what year?

The Witness: 1947.

Trial Examiner Plost: That would also be about seven or eight months—

The Witness (Interposing): That is right.

Trial Examiner Plost: Before Cool quit?

The Witness: That is right.

Trial Examiner Plost: Is that right?

The Witness: Yes, sir.

Trial Examiner Plost: And it would be within a month or so of the other incident? [195]

\* \* \*

Q. Now, what arrangement had you made, Mr. Hedrick, for the delivery of more logs that day?

A. Well, I knew from previous days that we could not get any more logs before noon, and the way it turned out we didn't get any more until 2 o'clock in the afternoon.

Q. And what time was this that you began removing the skid?

A. About 9 o'clock in the morning after the loads had come in.

Q. Now, what happened—will you state that briefly?

A. Well, Mr. Cool came up and he said, "You are working out of turn on this rollway." Well, I thought that he meant that I was working the men that I had there too often on the rollway. One of them was Ed Maher. I always had him work on

(Testimony of Roy T. Hedrick.)

the rollway, and I thought that that is what he meant, and I told him that I figured on having the rest of the crew come up and help us out when they got through with their work down below; and he said, "By gosh, we are not doing that kind of work." And I said, "Why not. The contract says you should." And he says, "By gosh we are not doing that kind of work, and that is it," and he hollered to the engineer at that time to drop the skid back in the hole, and let it lay there, and I spoke to the engineer and told him to hold it; that I thought I had a little [196] authority there. And he did. He held it there until I went and phoned, and I was advised by one of my superiors to drop and put the skid back in. [197]

\* \* \*

Q. (By Mr. Tremaine): One more question about that incident before we leave it. There was some reference made yesterday to the fact that there were several rafts of logs in the water at that time, and I think there was an inference that there was some work needed to be done on those several rafts of logs in the water at that time. Will you tell us about that, Mr. Hedrick?

A. There was not too much work to be done there, and I left eleven boom men on the raft to do the work.

Q. And when did they finish that work?

A. To my knowledge about 9:30 in the morning.

Q. And what did they do between 9:30 until 2, Mr. Hedrick?

(Testimony of Roy T. Hedrick.)

A. They sat in their bunkhouse.

Q. And now, Mr. Hedrick, had you in the past had maintenance work done the same day that you were unloading logs? A. Yes, sir.

Q. Had you done it several times?

A. Yes, several times. In 1935 until 1944 we done it when we were asked to do it.

\* \* \*

Q. You were here yesterday when you heard testimony to the effect that there was [198] an understanding about not doing maintenance work when a certain number of loads of logs had been delivered, and also that there had been a past practice about that? A. Yes, sir.

Q. Would you care to tell us about that, Mr. Hedrick?

A. Yes. I started working there in 1935, and until about June or July, or whatever it was, or April, whenever the rollway work was stopped, I never heard of any past practice where maintenance work and boom work were not done the same day.

Q. Was there any understanding to that effect?

A. No, absolutely not.

\* \* \*

Q. (Interposing): You mean that there was no practice that you could not unload any amount of loads of logs and not do maintenance work?

A. And not do maintenance work, because I could not see where the boom could function and go on functioning without doing maintenance work. If we had 100 loads of logs and our rollway went hay-

(Testimony of Roy T. Hedrick.)

wire, we would have to stop operations entirely and fix the rollway, which would probably take two or three days, and which would result in shutting everything down and closing the woods and the whole business, and we had to do this work as [199] the work went on, and there were plenty of men to do it. We hired plenty of men to do that work.

Q. Now, there was some testimony yesterday, as I recall, that the practice was that when the work was done the men could go home. Tell us about that.

A. Yes. From 1935 until 1944 we were required to stay on that job eight hours a day. I am speaking myself as a boom man at that time, and I know. We never were allowed to go away from that job, until Mr. Kerry took the job that he now holds. At that time he granted the men along with myself—I was with him, and I was instrumental in having it granted—at that time he granted the men the privilege of going home when their work was done, including boom work and maintenance work. That meant when their work was done for the day where we figured that they had done enough. There was never at that time anything said about any 35 or 45 loads being a day's work. There was nothing said about any amount of loads being a day's work for a man. And on that boom in particular weather conditions have a whole lot to do with your manpower. If you have swift water it takes more men to take care of the logs. If we have a north wind blowing upstream, hard against the men, it takes more men

(Testimony of Roy T. Hedrick.)

to handle the logs. If everything is working in favor of the men, they can do it, and do it much easier. Now, this one day—maybe I am getting off here somewhere, am I?

Q. That is all right. You just go ahead. [200]

A. This one incident of the log rollway, I put off for two days doing that work, because one day it was raining like hell, and the next day it was just hotter than hell, and I put it off, not to call these men up there to do that dirty work when there was that kind of weather, and then I was stopped when I tried to do it.

Trial Examiner Plost: Now, this arrangement that was made by Mr. Kerry, that the men could go home when their work was finished for the day, regardless of the time, was made some time in 1944, was it?

The Witness: Yes, sir.

Trial Examiner Plost: Thank you. And from 1944 on that has been the custom?

The Witness: That has been the custom. When their boom work—when their boom work and maintenance work is done—

Trial Examiner Plost: Since 1944 then they can go home?

The Witness: Yes, sir.

Trial Examiner Plost: Is that in the contract?

The Witness: No.

Trial Examiner Plost: It is just an agreement?

The Witness: That is right; just a verbal agreement.

(Testimony of Roy T. Hedrick.)

Trial Examiner Plost: Thank you. [201]

\* \* \*

Q. (By Mr. Tremaine): Mr. Hedrick, when Mr. Maher was your job steward before Mr. Cool took over—

A. (Interposing): That is correct.

Q. He was job steward before Cool took over, was he? A. Yes.

Q. How were grievances processed then to you?

A. Well, we didn't have so many grievances at that time. About the only grievance that we had was my pushing a pike pole at that time, and that was about the only thing that we had a grievance about. They asked me for—oh, I guess that was during Cool's regime too, and the things that they asked me to do for them were granted if possible by me. If they were not, they could take them up further.

Q. And now, I am referring to what was the procedure followed when Mr. Maher was job steward in processing the grievances to you.

A. Well, he would come and meet with me, and part of the committee.

Q. Would he bring someone with him?

A. He usually would—yes. [203]

Q. Now, during the time that Mr. Cool was job steward did he bring a committee of men with him when he would present a grievance to you?

A. He never presented a grievance to me before any operation was stopped—on any one of those

(Testimony of Roy T. Hedrick.)

operations—there never was a grievance presented to me at all before any operation was stopped. It was just bang, right now, stop—stop doing it.

Q. Who has been job steward since Mr. Cool is no longer in the crew? A. Mr. Maher.

\* \* \*

Q. Now, how would you characterize your relations with Mr. Maher and the Union since Mr. Cool has left?

A. I have not had any trouble that I can recall. [204]

\* \* \*

Q. Will you explain to the Trial Examiner about your pushing a pike pole?

A. Yes. It is written in the contract that a foreman of a boom employing over five men, I believe, is not to push a pike pole, or do any boom work. But during the man shortage I was granted the right to push a pike pole until more men were available. And when I say, "pushing a pike pole," I mean rafting logs or getting the logs away from the bottom of the rollway and out of the pocket, and into the various rafts. [205]

\* \* \*

The Witness: Yes.

Trial Examiner Plost: Well, then, the only time I remember in your testimony as to when he stopped the job was this incident relating to the rollway. He stopped the job on that occasion, did he?

The Witness: On that occasion, yes.

(Testimony of Roy T. Hedrick.)

Trial Examiner Plost: Now, on what other occasion did he stop the job? [207]

\* \* \*

Q: (By Mr. Tremaine): Mr. Hedrick, did you have any other cause of dissatisfaction on the part of Cool?

A. He left the job once without permission and was gone about an hour and a half, and I saw him going.

\* \* \*

Trial Examiner Plost: Was it along about the same time as these other two incidents?

The Witness: That is right. Just along in there somewhere—close. [208]

\* \* \*

Q. (By Mr. Tremaine): Did you have any other cause for dissatisfaction with Cool?

A. Well, in this particular instance I asked Cool to come to the office with me and talk this thing over—the time that he had left the job—and he said, "Oh, hell, I won't go any place with you." So that was it. And I went to the office with the intention of discharging the man, and I thought I certainly had the right to do so, but you can cool off quite a bit in the distance that we had to go to the office—about half a block away. And I thought better of it when I got up there, and I thought that the man still had to live regardless of me or anybody else.

Trial Examiner Plost: So you did not fire him?

(Testimony of Roy T. Hedrick.)

The Witness: That is right. [209]

\* \* \*

Q. (By Mr. Tremaine): Did you give any reason to Willett why you would not hire Cool when Willett told you that he had Cool available?

A. I do not believe right at that time—the first time I talked to him that I gave him a reason, but after the committee met I gave him the reason that I testified here—all the various things that I have pointed out here.

Q. Did you tell Willett that you thought that Cool was incompetent?

A. No. I told him that he could be competent if he wanted to be, but he had not been on our job—on our particular job. [211]

Q. Now, when you say, "competent," Mr. Hedrick, do you mean that he was not able to perform his work?

A. No. I mean that the man was able to perform his work, but did not.

Q. Was able but did not?

A. That is right.

Q. Did you hear the testimony of Mr. Maher yesterday afternoon to the effect that you made certain statements against the Union?

A. Yes.

Q. Did you make those statements to Mr. Maher?

A. No, I did not.

Q. Have you ever made any such statements against the Union?

A. No, I have not. I have never made any statements against the Union to that effect.

(Testimony of Roy T. Hedrick.)

Q. Well, have you made any statements whatever against the Union?

A. Oh, I might have cussed them. I might have cussed every day, but then if I cussed them every day it is just any general language, but I have never made any malicious statements against the Union—no.

Trial Examiner Plost: Did you make the statement that it was either you who would quit or Cool would quit, or something to that effect?

The Witness: Well, it was not that either I would quit or [212] he would quit. I made the statement that Cool and I could not get along on the same job.

Trial Examiner Plost: Is that all; that you and he could not get along?

The Witness: That either one of us had to step out of it—either one or the other.

Trial Examiner Plost: One or the other could not work there?

The Witness: That is right.

Trial Examiner Plost: That was it?

The Witness: Something to that effect, anyway. [213]

\* \* \*

Trial Examiner Plost: You may do so. Let the record show that the witness who was not present this morning at the time the General Counsel was ready to close his case has arrived, and by agreement of the parties he will now testify, as it is necessary for him to leave as soon as possible.

## E. J. FROMONG

called as a witness on behalf of the General Counsel, being first duly sworn, was examined and testified as follows:

## Direct Examination

By Mr. Merrick:

Q. Will you state your name?

A. E. J. Fromong.

Q. And what is your address?

A. Willamette, Oregon.

Q. Where is Willamette located with reference to Oswego? A. About six miles up the river.

Q. And what is your present occupation?

A. I work—well, they call it Publishers Paper.

It used to be Haley's. 218]

Q. Is that a pulp mill? A. Yes, sir.

Q. How long have you been there?

A. Just about a week now.

Q. Where were you employed prior to this?

A. At Leadbetter's.

Q. How did you happen to leave Leadbetter's?

A. I was laid off.

Q. Was that a mass layoff?

A. There were five of us laid off at the time.

Q. Out of how many men? A. Out of 12.

Q. Five out of 12? A. Yes, sir.

Q. And were you one of the five?

A. Yes, sir.

Q. When did you first go to work for Leadbetter?

A. Last year, in September.

(Testimony of E. J. Fromong.)

Q. How did you happen to be notified that there was a job there? A. Through Mr. Reynolds.

Q. He is a friend of yours? A. Yes, sir.

Q. And whom did you see when you reported for work? A. Mr. Hedrick. [219]

Q. Did you have a conversation with Mr. Hedrick? A. Not a great deal.

Q. Now, first, prior to going to work for Leadbetter, had you had any experience as a boom man?

A. Not rafting on boom sticks.

Q. What experience did you have?

A. On the upper river on a tow boat, and stuff like that.

Q. But you never had worked as a boom man?

A. No.

Q. When you went to see Mr. Hedrick, what was your conversation with Mr. Hedrick?

A. I asked if there was a job available, and there happened to be, so I went to work.

Q. Did he question you about your experience?

A. Yes, sir.

Q. What did he say?

A. He asked me if I ever worked on a boom and I said, "No."

Q. What job did he put you on?

A. Up on the hill.

Q. When you went to work did you have a pair of calked boots? A. No.

Q. Did Mr. Hedrick make any remarks about that? A. He advised me to get a pair.

Q. What did he say to you in that regard? [220]

(Testimony of E. J. Fromong.)

A. A man without a pair of calked boots is not much good.

Trial Examiner Plost: Let the record show that it is the Trial Examiner's understanding that loggers, meaning river men and raft men, and in this instance boom men, who work on timber which is floating in the water, wear a special kind of shoe which is called a calked shoe or boot, to which reference is being made in this testimony.

Q. (By Mr. Merrick): You were employed at the Leadbetter Logging & Lumber Company from September until about a week ago, when you were laid off?      A. Yes, sir.

Q. Generally what type of work did you perform during that period?

A. We were unloading.

Q. And during this time were you kept mainly on the hill?      A. Yes.

\* \* \*

### Cross-Examination

By Mr. Babcock:

Q. Mr. Fromong, before the time you went to work there and talked with Mr. Hedrick, had you ever talked to him before that time about a job? [221]      A. Yes, I believe once.

Q. Approximately when was that?

A. Probably about two or three weeks before.

## ROY T. HEDRICK

recalled as a witness on behalf of the Respondent, having been previously sworn, was examined and testified as follows: [222]

\* \* \*

## Cross-Examination

By Mr. Merrick:

Q. When you hired Mr. Fromong—when you went to Mr. Willett prior to that, you asked Mr. Willett for a boom man, did you not?

A. I asked him if he had any boom men available.

Q. You wanted a boom man, didn't you?

A. I wanted an experienced man if I could get him—certainly.

Q. Now, when Mr. Fromong went to work for you you testified that that was a temporary job.

A. At that time I thought it was temporary—yes.

Q. But what happened actually?

A. Actually our logs picked up a little bit, and our man that [226] was hurt was not able to take his job back over, and he was not crowded in any way to do his full day's work, and while he did a damn good day's work, and he is still doing it, I did not feel that we should ask him or anyone to come up on the hill and take his place.

Q. Well, as to whether or not the job was temporary or permanent was not any reason why Cool was not hired? A. Well, no.

Q. That would not have anything to do with it?

(Testimony of Roy T. Hedrick.)

A. No. [227]

\* \* \*

Q. (By Mr. Merrick): Now, Mr. Hedrick, I believe you testified that there were two prime reasons why you refused to hire Cool, is that correct?

A. Yes, sir.

Q. What were those reasons again?

A. Insubordination and overstepping his authority as a job steward.

Q. Now, of those two reasons which to your mind was the more important?

A. Insubordination.

Q. Now, under insubordination you listed as the prime reason this rollaway incident or the skid incident? A. That is right.

Q. And secondly the handling of steel?

A. That is right. [229]

\* \* \*

Q. (By Mr. Merrick): Well, did you ever file a grievance against the Union under that contract?

A. No.

Q. Did you ever protest to the Union regarding the manner in which grievances were being processed? A. No. [230]

\* \* \*

Q. And now, when the job steward would come to you relative to your pushing a pike pole, would all the men stop work on that occasion?

\* \* \*

A. No, not on all the occasions. They might on

(Testimony of Roy T. Hedrick.)

one or two, or something like that. I don't remember. I do not believe the rest of them stopped working.

Q. Then you do not know that they did stop, is that correct?

A. That is right. I don't know that they stopped, or whether [231] they kept working. I do not think that they stopped, to be honest with you.

Q. Are you certain of that?

A. There was not too much of an argument on that because I knew that I was violating our contract, and I would argue with them a little bit, maybe, but it didn't do me a hell of a lot of good.

Q. Now, I believe you testified that there was an incident when Maher was job steward, and the job was stopped—is that correct? There was one instance where the job was stopped. You testified to one incident where he was job steward and the job was stopped?

A. Yes. That was later. That was the last time that he was job steward.

\* \* \*

Q. Well, why was he acting in his capacity as a job steward?

A. *Because had* first consulted the crew and the active committee.

Q. And is it your testimony that Cool did not discuss it with the committee? [232]

A. Absolutely.

(Testimony of Roy T. Hedrick.)

Q. Does that apply to the skid incident?

A. Yes, sir.

Q. And also to the steel incident?

A. I would not state that as to the steel incident, because there were two men—one committee man and Cool that came up on the steel incident. [233]

\* \* \*

Q. You heard LeRoy Saulsbury testify, did you not? A. Yes.

Q. Do you recall making those statements about the Union that he testified to?

A. No, I don't.

Q. Do you think that you could have made them?

A. It is possible. I am quite a hand at swearing. I am good at it. [235]

\* \* \*

#### Cross-Examination

By Mr. Babcock:

Q. One thing is not clear to me, Mr. Hedrick, and that is with respect to the practice or lack of practice in doing maintenance work on days on which logs are handled. Now, as I understand your testimony since you were called as a witness last time, you stated that you knew of no practice from 1935 to 1944.

A. To 1947 I think I said, didn't I?

Q. Well, I think you said 1944. Did you mean to 1947? A. From 1935 until 1947.

(Testimony of Roy T. Hedrick.)

Q. From 1935 until 1947? A. Yes, sir.

Q. There was no practice under which maintenance work was not done when there was a busy day on boom work? A. That is right.

Q. Then I understood you to say after that that so far as you were concerned there was no practice after that? A. That is right.

Q. Now, I believe you testified yesterday that at the time of this incident with respect to the skid, in 1947, approximately in June, an agreement was reached that on days on which a certain number of loads were handled, there would be no maintenance work? [237] A. Not prior to that.

Q. No. I say after that incident.

A. After that I think there was an agreement, but not reached between me and the Local. I was speaking for myself now.

Q. You did not agree with that policy then?

A. Not fully—no.

\* \* \*

Q. And Cool was the man who started the incident according to your testimony?

A. Yes, sir, that is right.

Q. Now, there was one other thing that was not clear to me, and that was the policy with respect to the men going home after the completion of a day's work, which you said was instituted by Mr. Kerry, I believe? A. That is right.

Q. What determines when they have completed a day's work?

(Testimony of Roy T. Hedrick.)

A. When we have nothing else for them to do after their logs are unloaded, we tell them, or they automatically go home now, but if there is something else for them to do—maintenance work—we still maintain that they should stay there and do it, [238] and work the full eight hours.

Q. That would be only in the event that they had not already handled the number of cars or loads, 50, or whatever it was, that was agreed upon, isn't that it? A. No. There was no such event.

Q. Then I do not understand the agreement.

A. What agreement?

Q. The agreement with respect to not doing maintenance work on days on which the men were handling 50 loads or more.

A. I told you that I had nothing to do with that.

Q. But that was the agreement, wasn't it?

A. That was possibly the agreement at one time. I know nothing of it. I had nothing to do with it at all, and as far as that agreement and I are concerned, it is out of the window.

Q. Oh, I see. So that as far as you are concerned if there was maintenance work that you thought should be done, and if the men had unloaded, or were going to have to unload more than 50 cars, so far as you were concerned, they would have to go ahead and do the maintenance work anyhow?

A. That is right. If maintenance work is necessary work, I think it should be done.

(Testimony of Roy T. Hedrick.)

Q. And naturally you objected to Mr. Cool's objection to that procedure?

A. That is right. [239]

\* \* \*

### WALTER J. KERRY

recalled as a witness on behalf of the Respondent, having been previously sworn, was examined and testified as follows:

\* \* \*

### Direct Examination

By Mr. Tremaine:

Q. What is your relationship with the Leadbetter Logging Company, Mr. Kerry?

A. Well, I supervise the operations of all booms and reloads and things of that kind, and the handling of logs for the Leadbetter Logging Company, the Columbia River Paper Mills, Oregon Pulp & Paper Company and the Willamette Shingle Company.

Q. In other words, your work is for all four companies? A. That is right.

Q. And you work for all these four companies indiscriminately, do you? A. Yes, sir.

Q. And is your pay adjusted for all four of the companies too? [241]

A. Yes, I understand it is.

Q. When did you come to the Oswego boom?

A. In August of 1944.

Q. And you came in as Manager?

A. Yes, sir.

(Testimony of Walter J. Kerry.)

Q. Under the Scott Rafting Company?

A. Under the Scott Rafting Company.

Q. It was then wholly owned by the RFC?

A. The Scott Rafting Company was wholly owned by the RFC at that time.

Q. And when there has been testimony here before that the RFC was running the boom, actually they are referring to the RFC running the boom through the Scott Rafting Company, is that right?

A. It was the Scott Rafting Company. I never worked for the RFC. I worked for the Scott Rafting Company. It was a separate institution. The RFC happened to own all the stock of the Scott Rafting Company.

Q. And you worked as Manager on that boom until when?

A. Until the Leadbetter Logging Company took it over.

Q. And when the Leadbetter Logging Company took over the boom, you took over that duty in connection with other duties?

A. I stayed there at the time, until the Leadbetter Logging Company took it over, and then I took it over for the Leadbetter Logging Company in conjunction with other duties around the [242] first of February, 1947. [243]

\* \* \*

Q. How would you describe the relationships between the Company and this Union, in any way that you want to? I am asking you to describe those relationships.

(Testimony of Roy T. Hedrick.)

Q. And naturally you objected to Mr. Cool's objection to that procedure?

A. That is right. [239]

\* \* \*

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Q. And you work for all these four companies indiscriminately, do you? A. Yes, sir.

Q. And is your pay adjusted for all four of the companies too? [241]

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Q. And you came in as Manager?

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(Testimony of Walter J. Kerry.)

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Q. And when the Leadbetter Logging Company took over the boom, you took over that duty in connection with other duties?

A. I stayed there at the time, until the Leadbetter Logging Company took it over, and then I took it over for the Leadbetter Logging Company in conjunction with other duties around the [242] first of February, 1947. [243]

\* \* \*

Q. How would you describe the relationships between the Company and this Union, in any way that you want to? I am asking you to describe those relationships.

(Testimony of Walter J. Kerry.)

A. From the standpoint of the Company we have cooperated with the Union, and we have always been willing to do anything that we can, and have always worked with the Union and tried to keep things going in a harmonious fashion. [244]

\* \* \*

Q. (By Mr. Tremaine): Now, after Leadbetter took over, Mr. Kerry, what were the circumstances with respect to the Company's relationship to the contract on this boom?

A. You mean the agreement?

Q. Yes.

A. Well, we just ran along until such time as we could get together and negotiate a new contract.

Q. Did the Company continue under the policy of the Scott Rafting Company and the RFC of an informal agreement and that the mass policy in the area would control?

A. Yes. We just went along.

Q. Now, when was a contract finally negotiated to cover this boom? [247]

A. I believe it was signed some time in July of 1947.

Q. And was this contract similar to the contracts in existence in the area with reference to the other booms?

A. To my idea with just a few minor changes, yes.

Q. You mean after that time?

A. I guess it was the same as the others that were in effect in July of 1947. [248]

\* \* \*

(Testimony of Walter J. Kerry.)

### Cross-Examination

By Mr. Merrick:

Q. At the present time you are employed jointly by four employers, is that correct?

A. I am on the payroll of one, but I do work for all four.

Q. Is your time spent equally on all four of those companies' operations?

A. It varies tremendously. Sometimes for two or three weeks at a time I will be working with one outfit. [254]

\* \* \*

Q. Okay. When you are gone, who is in charge?

A. Pan Hedrick.

Q. There is no question as to his being a supervisor? A. Not at all.

Mr. Tremaine: Whom are you referring to now?

Mr. Merrick: Mr. Hedrick. There is not, is there?

Mr. Tremaine: No. He is the foreman.

Q. (By Mr. Merrick): One more question. Now, if the steel or rollway incident took place prior to the writing of that contract, would it have made any difference? A. I see none.

Q. In other words, prior to the writing of that contract you were operating under an agreement which was essentially identical to that?

A. That is right. [256]

**MARTIN L. SULLIVAN**

recalled as a witness on behalf of the Respondent, having been previously sworn, was examined and testified as follows:

\* \* \*

**Direct Examination**

By Mr. Tremaine:

Q. What is your occupation, Mr. Sullivan?

A. Industrial Relations Manager for the Columbia River Paper Mills; Oregon Pulp & Paper; Leadbetter Logging & Lumber Company, and the Willamette Shingle Company, and various other affiliated companies of the Columbia River Paper Company.

Q. Are the officers of the Leadbetter Logging Company also the officers of the other companies?

A. Very much the same officers.

Q. So that the same executive personnel work for all four or five of these various companies?

A. Yes, sir. [257]

Q. And are the policies the same on the part of all of these companies?

A. The policies are practically the same on all of their operations as far as labor relations are concerned. I am talking about the labor relations part.

Q. And have all these four companies always been considered the same operation, or the same operations?

A. They are all under the one holding company, and they are practically one big family operating under the holding company.

Q. How long have you been with the Leadbetter Logging Company?

(Testimony of Martin L. Sullivan.)

A. Two years last September.

Q. Briefly, what was your connection with booms prior to that time?

A. Well, since 1919, after the First World War, I have been connected with logging operations and sawmills, and for the last six years or seven years I have been engaged in labor relations dealing with logging and sawmills and wood operations.

Q. And now, when the Leadbetter Logging Company took over the Oswego boom, briefly what happened in relation to negotiations for a new contract, and in the relations between the Company and the Union?

A. Well, the Company took it over I believe in February of 1947, and the first agreement that was signed by the Union and the Leadbetter Logging & Lumber Company was signed on July 18, 1947. [258]

Q. Had there been a sort of an interim arrangement between the time that the Leadbetter Company took over and the time of the signing of the contract?

A. The Company had been following the policy of the other booms in the Portland area, and following along with what we refer to as the agreement that they all had at that time, which was similar.

Q. And you say negotiations led to the contract being signed—negotiations entered into after the Leadbetter Company took over the Company, which

(Testimony of Martin L. Sullivan.)

culminated in the contract being signed on July 18, 1947.

A. At the time that the Leadbetter Logging Company took the boom over negotiations started, shortly after the first of April of that year. That is when the top committees met, and the agreements were all opened, and that was when the final agreement—that is, the agreement that is in effect, with the exception of one clause, was put into effect. [259]

\* \* \*

Q. (By Mr. Tremaine): Now, what has been the policy of the Leadbetter Logging Company in its labor relations with this Union?

A. What has been its policy?

Q. Yes.

A. To get along with the Union at all times; to give away our shirt when we have to.

Q. Do you have contracts with the IWA in other operations?

A. Yes, we have several contracts with the IWA.

\* \* \*

A. All right. The Leadbetter Logging Company has. We have a logging agreement at Peedee, Oregon, with the CIO.

Q. Who is that with? [264]

A. That is with the International Woodworkers of America, CIO.

(Testimony of Martin L. Sullivan.)

Q. And do you have a Union Shop clause in the agreement or contract?

A. We have a Union Shop clause in that.

Q. And did you consent to the election which was held as a part of the Taft-Hartley proceedings?

A. We agreed to a consent election.

Q. And do you have any other contracts with labor unions?

A. With reference to the Leadbetter Logging we have the Oswego agreement, which is being referred to there. We have an agreement at McMinnville, Oregon, with the AFL Sash & Door Millmen's Union.

Q. Is that a Union Shop agreement?

A. Union Shop. A consent election that we agreed to.

\* \* \*

Trial Examiner Plost: You may make another offer of proof if you want to.

Mr. Tremaine: I will make this offer of proof, that this witness would testify that the Leadbetter Logging Company and their sawmill at Kernville, Oregon, in 1947, entered into a contract with the Union there involving a Union Shop Clause in [265] the contract. There was no question of representation there. And this witness will go further and state that these four companies, the Columbia River Paper Mills, Oregon Pulp & Paper, Leadbetter Logging & Lumber Company, and the Willamette Shingle Company have a total of 21 operations on which they have Union contracts covering several

(Testimony of Martin L. Sullivan.)

thousands of men, both with this IWA and other Unions, and that practically in every instance they have granted a Union Shop clause, or at least maintenance membership; that there have been no questions raised in the various operations but that the Company would sit down and negotiate with the Union concerning Union Shop provisions.

This witness can testify further as to the satisfactory relations between the Leadbetter Logging Company and these other companies with the Union for a matter of years.

Furthermore, there have been no unfair labor practices ever charged against any of these four companies during their history of operations with the Unions. That is all. [266]

\* \* \*

Q. (By Mr. Tremaine): Mr. Sullivan, did any grievance ever reach you concerning this pike pole business?

A. I never heard of the pike pole business until the testimony today.

Q. Would you have been in a position to have sat in on a grievance concerning pike poles if it had not been settled satisfactorily at the foreman and job steward level?

A. Eventually it would have come to top level, in which case I would have sat in on it, but it never did, so eventually any grievance over pike poles must have been settled on the job, because it never came up to us. [269]

\* \* \*

(Testimony of Martin L. Sullivan.)

Examination

By Trial Examiner Plost:

Q. In your capacity of personnel director of these four companies, including the Leadbetter Logging & Lumber Company, had you ever been informed by Mr. Hedrick that he had trouble with the Union or with Mr. Cool because of incidents relating [270] to what has been referred to here as pike pole pushing?

A. I had never heard of it.

Q. Were you ever told by Mr. Hedrick that Mr. Cool had walked off the job without authority?

A. I had never been told that.

Q. Were you ever told by Mr. Hedrick that Mr. Cool stopped the work of unloading of logs from the railroad cars, as has been testified to here?

A. I had never been told that.

Q. Were you ever told about the so-called steel incident in which Mr. Cool was involved?

A. I had never been told that.

Q. You had never been told that?

A. I had no knowledge of it whatever until our final meeting and the Comany's refusal to hire Mr. Cool, and I sat in on that. That is the first I heard of it.

Q. But prior to that no complaint was made to you about Cool or his actions? A. No. [271]

**ED MAHER**

recalled as a witness on behalf of the General Counsel, recalled in rebuttal, having been previously sworn, was examined and testified as follows:

\* \* \*

**Direct Examination**

By Mr. Merrick:

Q. Now, you have been present throughout the hearing, Mr. Maher, have you?

A. Yes sir. [272]

Q. And you have heard the testimony relating to the skid incident? A. Yes, sir. [273]

\* \* \*

Q. Do you know how this grievance arose over this maintenance work?

A. Yes. When they told me to go up and do this work I had four or five logs to be rafted, and I called the job steward and told him that they were taking part of the crew up on the hill for bull cooking.

Q. Whom did you call?

A. Bob Cool, who was the job steward at that time.

Q. Did the crew take any action on that?

A. The crew that was rafting took the action that they were not going to do it.

Q. Did you call Cool and notify him of that fact?

A. Yes, sir.

Q. And he went up to see Mr. Hedrick pursuant to your directions? A. That is correct.

(Testimony of Ed Maher.)

Q. And now, do you know anything about this steel incident? Just a minute. When they refer to the steel incident, is that moving of the rails?

A. That was some old steel that was up there, and the men went into an awfully long conversation about that because it was not boom work and it was ruining their calked shoes.

Q. In other words, the men were protesting working on the steel because it was ruining their calked shoes? [274] A. Yes, sir.

Q. How much does a pair of calks cost?

A. Around thirty bucks. And we talked down on the job about the steel incident, and that it should be stopped.

Q. You talked on the raft about it?

A. Yes, sir.

Q. Who on the raft were discussing it?

A. In fact all of us did.

Q. Was Mr. Cool called in on the discussion?

A. Absolutely. We had to call him in.

Q. How about the other members of the grievance committee, were they notified of it?

A. Apparently they were. Ernie Brazeau, he was on the committee, and he was notified about it, and he was on the raft.

Q. Was the other committee man member notified?

A. The other committee member was up on the hill.

Q. And who was that?

A. That was "Bud" Saulsbury.

(Testimony of Ed Maher.)

Q. He was on the hill? A. Yes, sir.

Q. And he was not notified because he was on the hill?

A. That would be quite a ways to go up for him.

Q. Were there any directions given to Brazeau and Cool regarding this steel?

A. Yes. The orders were to stop it. [275]

Q. And did they act pursuant to those orders?

A. Yes, they did.

#### Cross-Examination

By Mr. Tremaine:

Q. Did you have authority to tell the job steward to stop the job?

A. We didn't tell him to stop the job.

Q. Well, you just got through saying that you told him to stop the job. Not the job. It was the steel work. He was not talking about the job. He was talking about the steel work—bull cooking up there on the steel job. Do you have authority to stop that work?

A. When they pull men off the raft to do that work, yes.

Q. And so you ordered Cool to stop that work?

A. Well, it was not an order. The whole crew was talking.

\* \* \*

Mr. Merrick: I have no further witnesses, but I would like to make a motion to amend the complaint to conform to the proof as to minor and

(Testimony of Ed Maher.)

purely informal matters, such as the [276] spelling of names and dates, and so forth. I have no intention of varying the substance of the complaint. It is purely a formal motion.

Trial Examiner Plost: Is there any objection?

\* \* \*

Mr. Tremaine: No objection.

Trial Examiner Plost: There being no objection, the motion will be granted. Anything further? [277]

\* \* \*

In the United States Court of Appeals  
for the Ninth Circuit

NATIONAL LABOR RELATIONS BOARD,  
Petitioner,

vs.

LEADBETTER LOGGING & LUMBER CO.,  
Respondent.

CERTIFICATE OF THE NATIONAL LABOR  
RELATIONS BOARD

The National Labor Relations Board, by its Executive Secretary, duly authorized by Section 203.87, Rules and Regulations of the National Labor Relations Board—Series 5, as amended (redesignated Section 102.87, 14 F. R. 78), hereby certifies that the documents annexed hereto constitute a full and accurate transcript of the entire record of a proceeding had before said Board, entitled,

"In the Matter of Leadbetter Logging & Lumber Co. and International Woodworkers of America, Local Union 11-81, CIO," the same being known as Case No. 36-CA-47 before said Board, such transcript including the pleadings and testimony and evidence upon which the order of the Board in said proceeding was entered and including also the findings and order of the Board.

Fully enumerated, said documents attached hereto are as follows:

(1) Order designating Louis Plost Trial Examiner for the National Labor Relations Board, dated October 18, 1949.

(2) Stenographic transcript of testimony taken before Trial Examiner Plost on October 18 and 19, 1949, together with all exhibits introduced in evidence, also all rejected exhibits.

(3) Joint telegraphic request of all parties for extension of time to file briefs, dated November 5, 1949.

(4) Copy of Chief Trial Examiner's telegram, dated November 8, 1949, granting all parties an extension of time in which to file briefs.

(5) Respondent's and Union's telegram, dated November 21, 1949, requesting further extension of time in which to file briefs with the Trial Examiner.

(6) Copy of Chief Trial Examiner's telegram, dated November 22, 1949, granting all parties extension of time in which to file briefs.

(7) Respondent's proposed findings of fact and conclusions of law, received December 8, 1949.

(8) Copy of Trial Examiner Plost's Intermediate Report, dated December 29, 1949 (annexed to item 12 hereof); order transferring case to the Board, dated December 29, 1949, together with affidavit of service and United States Post Office return receipts thereof.

(9) Respondent's letter, dated January 6, 1950, requesting an extension of time in which to file exceptions and brief and also requesting permission to argue orally before the Board.

(10) Copy of Board's telegram dated January 9, 1950, granting all parties extension of time in which to file exceptions and briefs.

(11) Respondent's exceptions to the Intermediate Report, received January 31, 1950, containing request for oral argument.

(12) Copy of Decision and Order issued by the National Labor Relations Board on April 19, 1950, with Intermediate Report annexed, together with affidavit of service and United States Post Office return receipts thereof.

(13) Respondent's petition for reconsideration, received May 2, 1950.

(14) Copy of order correcting Decision and Order, dated May 18, 1950, together with affidavit of service and United States Post Office return receipts thereof.

In Testimony Whereof, the Executive Secretary of the National Labor Relations Board, being thereunto duly authorized as aforesaid, has hereunto set his hand and affixed the seal of the National Labor Relations Board in the city of Washington, District of Columbia, this 25th day of September, 1950.

[Seal] /s/ FRANK M. KLEILER,  
Executive Secretary, National Labor Relations  
Board.

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[Endorsed]: No. 12701. United States Court of Appeals for the Ninth Circuit. National Labor Relations Board, Petitioner, vs. Leadbetter Logging & Lumber Co., Respondent. Transcript of Record. Petition for Enforcement of Order of the National Labor Relations Board.

Filed September 29, 1950.

/s/ PAUL P. O'BRIEN,  
Clerk of the United States Court of Appeals for  
the Ninth Circuit.

United States Circuit Court of Appeals  
for the Ninth Circuit

No. 12701

NATIONAL LABOR RELATIONS BOARD,  
Petitioner,

vs.

LEADBETTER LOGGING & LUMBER COMPANY,

Respondent.

STATEMENT OF POINTS ON WHICH  
PETITIONER INTENDS TO RELY

In this proceeding petitioner, National Labor Relations Board, will urge and rely upon the following points:

1. The Board's findings of fact and conclusions that respondent discriminated in regard to hire in violation of Section 8 (a) (3) and (1) of the National Labor Relations Act, as amended, are supported by substantial evidence.
2. The Board's order is in all respects valid and proper.
3. A decree should be entered enforcing the Board's order in full.

/s/ A. NORMAN SOMERS,  
Assistant General Counsel, National Labor Relations Board.

Washington, D. C., September 25, 1950.

[Endorsed]: Filed September 29, 1950.

[Title of Court of Appeals and Cause.]

PETITION FOR ENFORCEMENT OF AN  
ORDER OF THE NATIONAL LABOR RE-  
LATIONS BOARD

To the Honorable, the Judges of the United States  
Court of Appeals for the Ninth Circuit:

The National Labor Relations Board, pursuant to the National Labor Relations Act, as amended (61 Stat. 136, 29 U.S.C., Supp. III, Secs. 151, et seq.), hereinafter called the Act, respectfully petitions this Court for the enforcement of its order against Respondent, Leadbetter Logging & Lumber Co., Oswego, Oregon, and its officers, agents, successors, and assigns. The proceeding resulting in said order is known upon the records of the Board as "In the Matter of Leadbetter Logging & Lumber Co. and International Woodworkers of America, Local Union 11-81, CIO," Case No. 36-CA-47.

In support of this petition the Board respectfully shows:

(1) Respondent is an Oregon corporation engaged in business in the State of Oregon, within this judicial circuit where the unfair labor practices occurred. This Court therefore has jurisdiction of this petition by virtue of Section 10 (e) of the National Labor Relations Act, as amended.

(2) Upon all proceedings had in said matter before the Board, as more fully shown by the entire record thereof certified by the Board and filed with

this Court herein, to which reference is hereby made, the Board on April 19, 1950, duly stated its findings of fact and conclusions of law, and issued an order which, as corrected by order dated May 18, 1950, is directed to the Respondent, and its officers, agents, successors, and assigns. The aforesaid order, as corrected, provides as follows:

### Order

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Leadbetter Logging & Lumber Co., Oswego, Oregon, and its officers, agents, successors, and assigns, shall:

**1. Cease and desist from:**

(a) Discouraging membership in International Woodworkers of America, Local Union 11-81, CIO, or any other organization of its employees, by refusing employment to any applicant because of such applicant's membership in, and activities on behalf of, a labor organization, or by discriminating in any other manner in regard to hire and tenure of employment, or any term or condition of employment;

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act.

**2. Take the following affirmative action, which**

the Board finds will effectuate the policies of the Act:

- (a) Offer to Robert Irwin Cool immediate and full employment in the same or substantially equivalent position for which he applied and which the Respondent refused him on or about September 4, 1948, without prejudice to his seniority or other rights and privileges;
- (b) Make whole Robert Irwin Cool for any loss of wages he may have suffered by reason of the discrimination against him, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of the discrimination against him to the date of the Respondent's offer of employment, less his net earnings during said period;
- (c) Post at its boom operation at Oswego, Oregon, copies of the notice attached hereto and marked Appendix A.<sup>4</sup> Copies of said notice to be furnished by the Regional Director for the Nineteenth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof, and maintained by it for sixty (60) consecutive days in conspicuous places where notices to employees are customarily posted. Reasonable steps shall be taken by the

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<sup>4</sup>In the event that this Order is enforced by decree of a United States Court of Appeals, there shall be inserted before the words: "A Decision and Order," the words: "A Decree of the United States Court of Appeals Enforcing."

Respondent to insure that said notices are not altered, defaced, or covered by any other material;

(d) Notify the Regional Director for the Nineteenth Region (Seattle, Washington) in writing, within ten (10) days from the date of this Order, what steps the Respondent has taken to comply herewith.

(3) The Board's Decision and Order, also order correcting Decision and Order were served upon Respondent on April 19, 1950, and May 18, 1950, respectively, by sending copies thereof postpaid, bearing Government frank, by registered mail to Respondent's counsel.

(4) Pursuant to Section 10 (e) of the National Labor Relations Act, as amended, the Board is certifying and filing with this Court a transcript of the entire record of the proceeding before the Board, including the pleadings, testimony and evidence, findings of fact, conclusions of law, order of April 19, 1950, and order of May 18, 1950, correcting said order of the Board.

Wherefore, the Board prays this Honorable Court that it cause notice of the filing of this petition and transcript to be served upon Respondent and that this Court take jurisdiction of the proceeding and of the questions determined therein and make and enter upon the pleadings, testimony and evidence, and the proceedings set forth in the transcript and upon the order made thereupon as set forth in paragraph (2) hereof, a decree enforcing

in whole said order of the Board, and requiring Respondent, and its officers, agents, successors, and assigns to comply therewith.

**NATIONAL LABOR  
RELATIONS BOARD,**

By /s/ A. NORMAN SOMERS,  
Assistant General Counsel.

Dated at Washington, D. C., this 25th day of September, 1950.

**Appendix A**

**Notice to All Employees  
Pursuant to a Decision and Order**

of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

We Will Not discourage membership in International Woodworkers of America, or any other labor organization of our employees, by refusing employment to any applicant because of his membership in and activities on behalf of a labor organization, or by discriminating in any other manner in regard to hire and tenure of employment, or any term or condition of employment, except as required by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act;

We Will Not in any like or related manner interfere with, restrain, or coerce our employees

in the exercise of their rights guaranteed in Section 7 of the Act.

We Will offer Robert Irwin Cool immediate and full reinstatement to his former or substantially equivalent position without prejudice to any seniority or other rights and privileges previously enjoyed, and make him whole for any loss of pay suffered as a result of the discrimination.

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

LEADBETTER LOGGING &  
LUMBER CO.  
(Employer)

Dated .....

By .....,  
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

[Endorsed]: Filed September 29, 1950.

[Title of Court of Appeals and Cause.]

ANSWER OF RESPONDENT TO PETITION  
FOR ENFORCEMENT OF ORDER OF  
NATIONAL LABOR RELATIONS BOARD

Respondent, Leadbetter Logging and Lumber Company for answer to the petition of National Labor Relations Board for enforcement of an order of that board alleges as follows:

1. Petitioner under date of April 19, 1950, issued its order which as corrected by order of May 18, 1950, is set forth in Paragraph 2 of Petitioners petition for enforcement. Said order as corrected among other things provided that Leadbetter Logging and Lumber Company shall:

1. Cease and desist from:

(a) Discouraging membership in International Woodworkers of America, Local Union 11-81, C.I.O., or any other organization of its employees, by refusing employment to any applicant because of such applicant's membership in, and activities on behalf of, a labor organization, or by discriminating in any other manner in regard to hire and tenure of employment, or any term or condition of employment;

(b) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act:

2. Take the following affirmative action, which

the Board finds will effectuate the policies of the Act:

(a) Offer to Robert Irwin Cool immediate and full employment in the same or substantially equivalent position for which he applied and which the Respondent refused him on or about September 4, 1948, without prejudice to his seniority or other rights and privileges;

(b) Make whole Robert Irwin Cool for any loss of wages he may have suffered by reason of the discrimination against him, by payment to him of a sum of money equal to that which he normally would have earned as wages from the date of the discrimination against him to the date of the Respondent's offer of employment, less his net earnings during said period.

2. The petition of National Labor Relations Board should be dismissed and the order and corrected order denied enforcement. The "Finding of Facts" on which said orders are based are not supported by substantial evidence. Said "Finding of Facts" are directly in conflict with the evidence presented in these proceedings. The "Conclusions of Law" likewise are not supported by the evidence educed at the hearing and are contrary to law.

3. The evidence without contradiction establishes that Respondent at all times has enjoyed harmonious relations with Unions representing its employees. At no time has Respondent attempted to discourage membership of its employees in any labor organization, including International Woodworkers of America, Local Union 11-81, C.I.O. Respondent has

not refused employment to any person because of membership in, or activity in behalf of, a labor organization. It has not discriminated in regard to hire and tenure of employment or any term or condition of employment.

There is no evidence that Respondent has in any way interfered with, restrained, or coerced its employees in the exercise of rights guaranteed by Section 7 of the Act. The evidence establishes that Respondent has not violated Section 7 of the Act.

4. Robert Cool, a shop steward while employed by Respondent, quit his job. His conduct while employed warranted his discharge. The fact that the Respondent did not discharge him at the time of the occurrences justifying his discharge, does not require Respondent to re-employ him at a later date.

5. The order as corrected purports to require Respondent to offer Cool immediate and full employment. This requirement violates Section 10-c of the National Labor Relations Act. The order as corrected exceeds the authority of Petitioner, National Labor Relations Board.

Wherefore, Respondent prays for a decree of this Court to dismiss said petition for enforcement, deny enforcement of said order of April 19, 1950, and as corrected by said order of May 18, 1950.

/s/ RICHARD R. MORRIS,  
Attorney for Respondent, Leadbetter Logging &  
Lumber Co.

[Endorsed]: Filed October 11, 1950.

## ORDER TO SHOW CAUSE

United States of America—ss.

The President of the United States of America  
to Leadbetter Logging & Lumber Co., 1405 S.W.  
Alder, Portland, Oregon, and International  
Woodworkers of America, Local Union 11-81,  
CIO, Route 1, Oswego, Oregon,

Greeting:

Pursuant to the provisions of Subdivision (e) of Section 160, U.S.C.A. Title 29 (National Labor Relations Board Act, Section 10(e)), you and each of you are hereby notified that on the 29th day of September, 1950, a petition of the National Labor Relations Board for enforcement of its order entered on April 19, 1950, in a proceeding known upon the records of the said Board as

“In the Matter of Leadbetter Logging & Lumber Co., and International Woodworkers of America, Local Union 11-81, CIO, Case No. 36-Ca-47,”

and for entry of a decree by the United States Court of Appeals for the Ninth Circuit was filed in the said United States Court of Appeals for the Ninth Circuit, copy of which said petition is attached hereto.

You are also notified to appear and move upon, answer or plead to said petition within ten days from date of the service hereof, or in default of such action the said Court of Appeals for the Ninth

Circuit will enter such decree as it deems just and proper in the premises.

Witness, the Honorable Fred M. Vinson, Chief Justice of the United States, this 29th day of September, in the year of our Lord one thousand, nine hundred and fifty.

[Seal] /s/ PAUL P. O'BRIEN,  
Clerk of the United States Court of Appeals for  
the Ninth Circuit.

Return on Service of Writ  
United States of America,  
District of Oregon—ss.

I hereby certify and return that I served the annexed Order to Show Cause on the therein-named International Woodworkers of America, Local Union 11-81, C.I.O., by handing to and leaving a true and correct copy thereof with George Willet, secretary, personally, at Oswego, in said District, on the 13th day of October, 1950.

JACK R. CAUFIELD,  
U. S. Marshal.

By /s/ EARL T. ESBAIA,  
Deputy.

Marshal's Docket No. 14332.

Return on Service of Writ

United States of America,  
District of Oregon—ss.

I hereby certify and return that I served the annexed Order to Show Cause on the therein-named Leadbetter Logging Co. by D. C. Ellsworth, Sec., by handing to and leaving a true and correct copy thereof with Leadbetter Logging Co. by D. C. Ellsworth, Sec., at Portland, in said District, on the 4th day of October, 1950.

JACK R. CAUFIELD,  
U. S. Marshal.

By /s/ FRANK L. MEYER,  
Deputy.

Marshal's Docket No. 14332, Civil CA 12701.

[Endorsed]: Filed October 21, 1950.

